

EXHIBIT 2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 22 UUN ZI6321 K3

CHANGE NUMBER: 008

Policy Change Effective Date: 09/17/13

Named Insured: LAMBOLL STREET LLC
SEE IH1204

Producer's Name: WELLS FARGO INS SERVICES USA INC

Pro Rata Factor: .044

Description of Change(s):

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

RETURN PREMIUM DUE AT THE CHANGE EFFECTIVE DATE: \$475.00*
*INCLUDES RETURN TERRORISM PREMIUM OF \$12.00

PROPERTY CHOICE

HARTFORD FIRE INSURANCE COMPANY

PROPERTY CHOICE COVERAGE PART IS CHANGED

FORECLOSED PROPERTY

PREMISES 6 IS DELETED

PREMISES 8 IS DELETED

PREMISES 10 IS DELETED

PREMISES 13 IS DELETED

PREMISES 16 IS DELETED

PREMISES 19 IS DELETED

PREMISES 21 IS DELETED

PREMISES 22 IS DELETED

PREMISES 24 IS DELETED



Countersigned by
(Where required by law)

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

Authorized Representative Date

POLICY CHANGES (Continued)

POLICY NUMBER: 22 UUN ZI6321 K3

GENERAL LIABILITY

HARTFORD FIRE INSURANCE COMPANY

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS ADDED TO THIS POLICY
AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

GENERAL LIABILITY: HC12111185 (APPLIES TO HM0010)

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS REVISED
AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

PROPERTY: PC00151003



FORECLOSED BUILDING COVERAGE FORM

SCHEDULE

SEE SUBSEQUENT PAGE(S)

A COVERAGE

We will pay for loss or damage by a Covered Cause of Loss to Foreclosed Buildings you have acquired through your normal foreclosure process.

B. ADDITIONAL COVERAGES

The Additional Coverages found in the Property Choice Coverage Form do not apply to Foreclosed Buildings. Foreclosed Buildings means a building or structure to which you have perfected your right to possession or which you originally acquired through foreclosure, repossession or deed in lieu of foreclosure because the building was security for a loan you owned or serviced and there was a default on that loan. Foreclosed Building does not include land (including the land on which the property is located) and land values, paved or concrete surfaces, retaining walls, or foundations or supports below the surface of the lowest floor or basement.

Any Coverage or Additional Coverage provided by any Property Choice Business Interruption form(s) attached to this policy does not apply to Foreclosed Buildings.

Additional Coverage - Debris Removal

1. Subject to Paragraphs 3. and 4. below, we will pay your expense to remove debris of Foreclosed Buildings caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
2. Debris Removal does not apply to costs to:
 - a. Extract "pollutants or contaminants" from land or water; or
 - b. Remove, restore or replace polluted or contaminated land or water.
3. Subject to the exceptions in Paragraph 4., the following provisions apply:
 - a. The most we will pay for the total of direct physical loss or direct physical damage plus debris removal expense is the applicable Limit of Insurance applicable to the Foreclosed Building that has sustained loss or damage.
 - b. Subject to 3.a. above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus

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the amount that we pay for direct physical loss or damage to the Foreclosed Building that has sustained loss or damage.

4. We will pay up to an additional amount of \$5,000 for debris removal expense, for each Foreclosed Building, in any one occurrence of physical loss or damage to Foreclosed Building, if one or both of the following circumstances apply:

- a. The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Foreclosed Building that has sustained loss or damage.
- b. The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Foreclosed Building that has sustained loss or damage.

Therefore, if **4.a.** and/or **4.b.** apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the applicable Limit of Insurance on the Foreclosed Building that has sustained loss or damage, plus \$5,000.

C. COVERED CAUSES OF LOSS

The PROPERTY CHOICE COVERED CAUSES OF LOSS AND EXCLUSIONS FORM does not apply to Foreclosed Buildings. Foreclosed Buildings are only covered for loss or damage caused by or resulting from:

1. **Fire.**
2. **Lightning.**
3. **Explosion**, including the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass. This cause of loss does not include loss or damage by:
 - a. Rupture, bursting or operation of pressure relief devices; or
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water.
4. **Windstorm or Hail**, but not including:
 - a. Frost or cold weather;
 - b. Ice (other than hail), snow or sleet, whether driven by wind or not; or
 - c. Loss or damage to the interior of any building or structure, or the property inside the building or structure, caused by

rain, snow, sand or dust, whether driven by wind or not, unless the building or structure first sustains wind or hail damage to its roof or walls through which the rain, snow, sand or dust enters.

5. **Smoke** causing sudden and accidental loss or damage. This cause of loss does not include smoke from agricultural smudging or industrial operations.
6. **Aircraft or Vehicles**, meaning only physical contact of an aircraft, a spacecraft, a self-propelled missile, a vehicle or an object thrown up by a vehicle. This cause of loss includes loss or damage by objects falling from aircraft.
7. **Riot or Civil Commotion**, including:
 - a. Acts of striking employees while occupying the Foreclosed Building; and
 - b. Looting occurring at the time and place of a riot or civil commotion.
8. **Vandalism**, meaning willful and malicious damage to, or destruction of, the foreclosed building.

We will not pay for loss or damage:

- a. To glass that is part of a building, structure, or an outside sign, but we will pay for loss or damage to other property caused by or resulting from breakage of glass by vandals.
- b. Caused by or resulting from theft, except for building damage caused by the breaking in or exiting of burglars.
9. **Sprinkler Leakage**, meaning leakage or discharge of any substance from an Automatic Sprinkler System, including collapse of a tank that is part of the system.

If the building or structure containing the Automatic Sprinkler System is a Covered Foreclosed Building, we will also pay the cost to:

- a. Repair or replace damaged parts of the Automatic Sprinkler System if the damage:
 - (1) Results in sprinkler leakage; or
 - (2) Is directly caused by freezing. Provided that you do your best to maintain heat in the Foreclosed Building.
- b. Tear out and replace any part of the building or structure to repair damage to the Automatic Sprinkler System that has resulted in sprinkler leakage.

Automatic Sprinkler System means:

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- (a) Sprinklers and discharge nozzles;
 - (b) Ducts, pipes, valves and fittings;
 - (c) Tanks, their component parts and supports; and
 - (d) Pumps and private fire protection mains.
- (2) When supplied from an automatic fire protective system:
- (a) Non-automatic fire protective systems; and
 - (b) Hydrants, standpipes and outlets.
- 10. Sinkhole Collapse**, meaning loss or damage caused by the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
- a. The cost of filling sinkholes; or
 - b. Sinking or collapse of land into man-made underground cavities.

11. Falling Objects.

But we will not pay for loss or damage to the interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

12. Weight of Snow, Ice or Sleet.

But we will not pay for loss or damage to:

- a. Gutters and downspouts; or
- b. Personal property outside of buildings or structures.

13. Water Damage.

- a. Water Damage, meaning accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance containing water or steam.

However, Water Damage does not include:

- (1) Discharge or leakage from:
 - (a) An Automatic Sprinkler System; or
 - (b) A sump or related equipment and parts, including overflow due to sump pump failure or excessive volume of water;
- (2) The cost to repair any defect that caused the loss or damage;
- (3) Loss or damage caused by or resulting from continuous or repeated seepage or leakage that occurs over a period of 14 days or more; or

- (4) Loss or damage caused by or resulting from freezing, unless:

- (a) You do your best to maintain heat in the building or structure; or
- (b) You drain the equipment and shut off the water supply if the heat is not maintained.

- b. If coverage applies subject to a. above, and the building or structure containing the system or appliance is a Covered Foreclosed Building, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or steam escapes. But we will not pay the cost to repair any defect that caused the loss or damage.

D. LIMITS OF INSURANCE

The most we will pay in any one occurrence to any one Foreclosed Building is your Foreclosed Building Financial Interest as defined in item F. Valuation of this endorsement and as shown in the above SCHEDULE or as reported to us in the REPORTING PROVISIONS of this endorsement.

E. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the applicable deductible stated in the above SCHEDULE. We will then pay the amount of loss or damage in excess of the applicable deductible, up to the applicable Limit of Insurance.

F. VALUATION

This is the only valuation that applies to Foreclosed Buildings:

Subject to the applicable Limit of Insurance, Foreclosed Buildings will be valued at the lesser of:

- 1. The full cost to repair or replace the damaged Foreclosed Building at the time and place of loss; or
- 2. Your Foreclosed Building Financial Interest. Foreclosed Building Financial Interest means:
 - a. The unpaid principle balance on the mortgage or loan, adjusted to the appraised market value of the Foreclosed Building following:
 - (1) The perfection of your right to possess the Foreclosed Building; or
 - (2) Your receipt of the deed or title to the Foreclosed Building; plus

- b. The expenses you incurred in perfecting your right to possess the Foreclosed Building; plus

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- c. The cost of structural repairs or renovations you made to the Foreclosed Building; plus
- d. Expenses you incurred to secure the Foreclosed Building against trespass or malicious mischief;

minus the market value, following the loss or damage to the Foreclosed Building of any land which was subject to the same mortgage as was the Foreclosed Building.

G. REPORTING PROVISIONS - REPORTS OF FORECLOSED BUILDINGS

- 1. You must file a report with us following each reporting period of sixty days after policy inception and at expiration, in accordance with **2.** or **3.** below, showing the values of Foreclosed Buildings separately at each address. Each report must show the values that existed on the dates required by the reporting period. These dates are the report dates.

- 2. You must file the first report with us within 15 days of the end of the first reporting period and file each subsequent report with us within 10 days of the end of each subsequent reporting period and at expiration.
- 3. You may not correct inaccurate reports after loss or damage.

FORECLOSED BUILDING COVERAGE FORM**POLICY NUMBER:** 22 UUN ZI6321

SCHEDULE

TYPE OF PROPERTY	LIMIT OF INSURANCE	DEDUCTIBLE
ALL OTHER COMMERCIAL BUILDING - OPERATING:		
PREMISES 11		
ADDRESS: 317 S PARKWAY DR MIDDLETOWN, DE 19709 NEW CASTLE COUNTY	\$ 160,000	\$ 2,500
PREMISES 17		
ADDRESS: 1016 SHERBOURNE RD MIDDLETOWN, DE 19709 NEW CASTLE COUNTY	\$ 160,000	\$ 2,500
PREMISES 20		
ADDRESS: 227 TIDBURY XING CAMDEN WYOMING, DE 19934 KENT COUNTY	\$ 150,000	\$ 2,500

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE CHANGES



POLICY NUMBER: 22 UUN ZI6321

CHANGE NUMBER: 008

It is agreed that the Schedule (Form HC 12 10) is changed as follows:

THE FOLLOWING IS DELETED:

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 006/001 TERR: 001
LOCATION: 446 TOFTRESS DR
MIDDLETOWN
DE 19709

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 62003
CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) - INCLUDING PRODUCTS
AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE
SUBJECT TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: UNITS PER 1
EXPOSURE: 1
RATE: 67.1320
ANNUAL PREMIUM: 67.00
PREMIUM CHANGE: 3.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 008/001 TERR: 001
LOCATION: 442 TOFTRESS DR
MIDDLETOWN
DE 19709

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 62003
CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) - INCLUDING PRODUCTS
AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE
SUBJECT TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: UNITS PER 1
EXPOSURE: 1
RATE: 67.1320

SCHEDULE CHANGES (Continued)**POLICY NUMBER:** 22 UUN ZI6321

ANNUAL PREMIUM: 67.00
 PREMIUM CHANGE: 3.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
 REFER TO: COMMERCIAL GENERAL LIABILITY
 COVERAGE PART (FORM HC 00 10)
 PRMS/BLDG NO: 010/001 TERR: 001
 LOCATION: 325 S PARKWAY DR
 MIDDLETOWN
 DE 19709

CLASSIFICATION CODE NUMBER
 AND DESCRIPTION: 62003
 CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) - INCLUDING PRODUCTS
 AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE
 SUBJECT TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: UNITS PER 1
 EXPOSURE: 1
 RATE: 67.1320
 ANNUAL PREMIUM: 67.00
 PREMIUM CHANGE: 3.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
 REFER TO: COMMERCIAL GENERAL LIABILITY
 COVERAGE PART (FORM HC 00 10)
 PRMS/BLDG NO: 013/001 TERR: 001
 LOCATION: 220 E CRAIL CT
 MIDDLETOWN
 DE 19709

CLASSIFICATION CODE NUMBER
 AND DESCRIPTION: 63010
 DWELLINGS - ONE-FAMILY (LESSOR'S RISK ONLY) - INCLUDING PRODUCTS AND/OR
 COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT
 TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: DWELLINGS PER 1
 EXPOSURE: 1

SCHEDULE CHANGES (Continued)**POLICY NUMBER:** 22 UUN ZI6321

RATE: 143.4830
 ANNUAL PREMIUM: 143.00
 PREMIUM CHANGE: 6.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
 REFER TO: COMMERCIAL GENERAL LIABILITY
 COVERAGE PART (FORM HC 00 10)
 PRMS/BLDG NO: 016/001 TERR: 001
 LOCATION: 938 LANSDOWNE RD
 MIDDLETOWN
 DE 19709

CLASSIFICATION CODE NUMBER
 AND DESCRIPTION: 62003
 CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) - INCLUDING PRODUCTS
 AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE
 SUBJECT TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: UNITS PER 1
 EXPOSURE: 1
 RATE: 67.1320
 ANNUAL PREMIUM: 67.00
 PREMIUM CHANGE: 3.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
 REFER TO: COMMERCIAL GENERAL LIABILITY
 COVERAGE PART (FORM HC 00 10)
 PRMS/BLDG NO: 019/001 TERR: 001
 LOCATION: 1308 FERET RD
 TOWNSEND
 DE 19734

CLASSIFICATION CODE NUMBER
 AND DESCRIPTION: 63010
 DWELLINGS - ONE-FAMILY (LESSOR'S RISK ONLY) - INCLUDING PRODUCTS AND/OR
 COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT
 TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: DWELLINGS PER 1

SCHEDULE CHANGES (Continued)**POLICY NUMBER:** 22 UUN ZI6321

EXPOSURE: 1

RATE: 143.4830

ANNUAL PREMIUM: 143.00

PREMIUM CHANGE: 6.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG NO: 021/001 TERR: 001

LOCATION: 170 TIDBURY XING
CAMDEN WYOMING
DE 19934

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 62003
CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) - INCLUDING PRODUCTS
AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE
SUBJECT TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: UNITS PER 1

EXPOSURE: 1

RATE: 67.1320

ANNUAL PREMIUM: 67.00

PREMIUM CHANGE: 3.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG NO: 022/001 TERR: 001

LOCATION: 186 TIDBURY XING
CAMDEN WYOMING
DE 19934

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 62003
CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) - INCLUDING PRODUCTS
AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE

SCHEDULE CHANGES (Continued)

POLICY NUMBER: 22 UUN ZI6321

CLASSIFICATION CODE NUMBER

AND DESCRIPTION: 47051

REAL ESTATE DEVELOPMENT PROPERTY - INCLUDING PRODUCTS AND/OR COMPLETED
OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT TO THE
GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: ACRES PER 1

EXPOSURE: 4.5

RATE: 25.0320

ANNUAL PREMIUM: 114.00

PREMIUM CHANGE: 0.00

TOTAL PREMIUM CHANGE
FOR THIS POLICY CHANGE: 36.00 RP

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 22 UUN ZI6321 K3

CHANGE NUMBER: 007

Policy Change Effective Date: 06/27/13

Named Insured: LAMBOLL STREET LLC
SEE IH1204

Producer's Name: WELLS FARGO INS SERVICES USA INC

Pro Rata Factor: .269

Description of Change(s):

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

ADDITIONAL PREMIUM DUE AT THE CHANGE EFFECTIVE DATE: \$4,366.00*
*INCLUDES ADDITIONAL TERRORISM PREMIUM OF \$43.00

STATE SURCHARGE(S) SHOWN BELOW NOT INCLUDED IN ABOVE TOTALS:

DATE DUE: 06/27/13

ADDITIONAL 2011 FHCF ASSESS CL: \$56.76
ADDITIONAL FLORIDA FIRE COLLEGE SURCHARGE: \$4.36

ADDITIONAL PREMIUM DUE 06/27/13 \$4,366.00

GENERAL LIABILITY

HARTFORD FIRE INSURANCE COMPANY

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS ADDED TO THIS POLICY AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

GENERAL LIABILITY: HC12111185 (APPLIES TO HM0010)



Countersigned by
(Where required by law)

Authorized Representative Date

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE CHANGES



POLICY NUMBER: 22 UUN ZI6321

CHANGE NUMBER: 007

It is agreed that the Schedule (Form HC 12 10) is changed as follows:

THE FOLLOWING IS ADDED:

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 033/001 TERR: 006
LOCATION: INTERSECTION 95/HWY 206
SAINT AUGUSTINE
FL 32086

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 49451
VACANT LAND - OTHER THAN NOT-FOR-PROFIT - INCLUDING PRODUCTS AND/OR
COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT TO
THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: ACRES PER 1
EXPOSURE: 3,227
RATE: 4.9800
ANNUAL PREMIUM: 16,231.00
PREMIUM CHANGE: 4,366.00 AP

TOTAL PREMIUM CHANGE
FOR THIS POLICY CHANGE: 4,366.00 AP

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 22 UUN ZI6321 K3
CHANGE NUMBER: 006

Policy Change Effective Date: 06/09/13

Named Insured: LAMBOLL STREET LLC
SEE IH1204

Producer's Name: WELLS FARGO INS SERVICES USA INC

Pro Rata Factor: .318

Description of Change(s):

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

ADDITIONAL PREMIUM DUE AT THE CHANGE EFFECTIVE DATE: \$6,068.00*
*INCLUDES ADDITIONAL TERRORISM PREMIUM OF \$114.00

ADDITIONAL PREMIUM DUE	06/09/13	\$6,068.00
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PROPERTY CHOICE

HARTFORD FIRE INSURANCE COMPANY

PROPERTY CHOICE COVERAGE PART IS CHANGED

BLANKET DESCRIPTION OF COVERAGE OR PROPERTY

BUILDING COVERAGE:
BLANKET LIMIT OF INSURANCE IS CHANGED FROM \$3,060,000
TO \$10,830,000

PROPERTY CHOICE - BUSINESS INTERRUPTION - BLANKET DESCRIPTION OF COVERAGE

SPECIAL BUSINESS INCOME:
BLANKET LIMIT OF INSURANCE IS CHANGED FROM \$370,000
TO \$870,000

PREMISES 29 IS ADDED
SEE SCHEDULE PC0002

PREMISES 30 IS ADDED



Countersigned by
(Where required by law)

Authorized Representative Date

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POLICY CHANGES (Continued)

POLICY NUMBER: 22 UUN ZI6321 K3

PREMISES 30 CONTINUED

SEE SCHEDULE PC0002

MORTGAGE HOLDER(S):

FIRST MORTGAGE HOLDER IS ADDED:
REDEVELOPMENT AUTHORITY OF THE
COUNTY OF MONTGOMERY
104 W MAIN ST, STE 2
NORRISTOWN, PA 19401

GENERAL LIABILITY

HARTFORD FIRE INSURANCE COMPANY

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS ADDED TO THIS POLICY
AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

PROPERTY: PC31370704
GENERAL LIABILITY: HC12111185 (APPLIES TO HM0010)

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS REVISED
AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

PROPERTY: PC00020109T
IH12040312

POLICY NUMBER: 22 UUN ZI6321

CHANGE NUMBER: 006



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF THE DECLARATIONS - ADDITIONAL PERSONS OR ORGANIZATIONS DESIGNATED AS NAMED INSUREDS

The following person(s) or organization(s) are added to the Declarations as Named Insureds:

LAMBOLL STREET LLC
LAURENS STREET LLC EIN # 35-2474384
NUNAN STREET, LLC
SHORT STREET, LLC
FISHBURNE STREET, LLC
BOGARD STREET, LLC

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PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES



POLICY NUMBER: 22 UUN ZI6321

CHANGE NUMBER: 006

COVERAGE AND LIMITS OF INSURANCE

INSURANCE APPLIES ON A BLANKET BASIS ONLY TO A COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN BELOW IN THE BLANKET DESCRIPTION OF COVERAGE OR PROPERTY. THE MAXIMUM WE WILL PAY FOR LOSS OR DAMAGE IN ANY ONE OCCURRENCE IS THE SMALLEST APPLICABLE LIMIT OF INSURANCE SHOWN IN THE DECLARATIONS, SCHEDULES, OR ENDORSEMENT(S).

BLANKET DESCRIPTION OF COVERAGE OR PROPERTY

FOR INSURANCE THAT APPLIES TO A SPECIFIC INSURED PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

LIMIT(S) OF INSURANCE
IN ANY ONE OCCURRENCE

BUILDING

\$10,830,000

VALUATION PROVISION:

REPLACEMENT COST (SUBJECT TO LIMITATIONS) APPLIES TO THE TYPES OF COVERED PROPERTY INSURED UNDER THIS POLICY. FOR VALUATION THAT APPLIES TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

PROPERTY CHOICE - BUSINESS INTERRUPTION - BLANKET DESCRIPTION OF COVERAGE

FOR INSURANCE THAT APPLIES TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

LIMITS OF INSURANCE
IN ANY ONE OCCURRENCE

SPECIAL BUSINESS INCOME:
(72 HOUR WAITING PERIOD APPLIES)
ORDINARY PAYROLL IS INCLUDED

\$870,000

COINSURANCE PROVISION:

COINSURANCE DOES NOT APPLY TO THE COVERAGES SHOWN ON THIS POLICY.

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 22 UUN ZI6321

CAUSES OF LOSS - ADDITIONAL COVERAGE - EQUIPMENT BREAKDOWN

FOR INSURANCE THAT APPLIES TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

THE MOST WE WILL PAY IN ANY ONE EQUIPMENT BREAKDOWN ACCIDENT TO EQUIPMENT BREAKDOWN PROPERTY IS THE LESSER OF THE APPLICABLE BUILDING, BUSINESS PERSONAL PROPERTY AND BUSINESS INTERRUPTION LIMITS OF INSURANCE OR \$100,000,000.

COVERAGE EXTENSIONS: THE FOLLOWING COVERAGE EXTENSIONS LIMITS OF INSURANCE ARE INCLUDED IN THE CAUSES OF LOSS - ADDITIONAL COVERAGE - EQUIPMENT BREAKDOWN AND APPLY IN ANY ONE EQUIPMENT BREAKDOWN ACCIDENT TO EQUIPMENT BREAKDOWN PROPERTY.

LIMITS OF INSURANCE

CFC REFRIGERANTS:

INCLUDED IN THE LIMIT
OF INSURANCE APPLICABLE
TO EQUIPMENT BREAKDOWN

HAZARDOUS SUBSTANCES:
SPOILAGE:
EXPEDITING EXPENSES:

\$100,000
\$100,000
\$100,000

DEDUCTIBLES

FOR DEDUCTIBLES THAT APPLY TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

THE FOLLOWING DEDUCTIBLE(S) SHALL APPLY TO LOSS OR DAMAGE:

BY WINDSTORM OR HAIL:

IN ANY ONE OCCURRENCE: \$50,000

BY ANY OTHER COVERED LOSS,

IN ANY ONE OCCURRENCE: \$2,500

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 22 UUN ZI6321

PREMISES 1 CONTINUED

LOSS PAYEE: M & T BANK
 RODNEY SQUARE NORTH
 1100 NORTH MARKET ST
 WILMINGTON, DE 19890

* * * * *

PREMISES NO. 2

ADDRESS:

1060 INDUSTRIAL RD
 MIDDLETOWN, DE 19709
 NEW CASTLE COUNTY

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
-------------------------------------	--------------------

BUILDING:	INCLUDED IN BLANKET BUILDING LIMIT
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PROPERTY CHOICE - BUSINESS INTERRUPTION	LIMIT OF INSURANCE
---	--------------------

SPECIAL BUSINESS INCOME:	NOT COVERED
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MORTGAGE HOLDER(S):

FIRST: M & T BANK
 RODNEY SQUARE NORTH
 1100 NORTH MARKET ST
 WILMINGTON, DE 19890

LOSS PAYEE(S):

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 22 UUN ZI6321

PREMISES 2 CONTINUED

LOSS PAYEE: M & T BANK
 RODNEY SQUARE NORTH
 1100 NORTH MARKET ST
 WILMINGTON, DE 19890

* * * * *

PREMISES NO. 3

ADDRESS:

1060 INDUSTRIAL RD
 MIDDLETOWN, DE 19709
 NEW CASTLE COUNTY

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
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BUILDING:	INCLUDED IN BLANKET BUILDING LIMIT
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PROPERTY CHOICE - BUSINESS INTERRUPTION	LIMIT OF INSURANCE
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SPECIAL BUSINESS INCOME:	NOT COVERED
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MORTGAGE HOLDER(S):	
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FIRST: M & T BANK
 RODNEY SQUARE NORTH
 1100 NORTH MARKET ST
 WILMINGTON, DE 19890

LOSS PAYEE(S):	
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PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)**POLICY NUMBER:** 22 UUN ZI6321

PREMISES 3 CONTINUED

LOSS PAYEE: M & T BANK
 RODNEY SQUARE NORTH
 1100 NORTH MARKET ST
 WILMINGTON, DE 19890

* * * * *

PREMISES NO. 4

ADDRESS:

1070 INDUSTRIAL RD
 MIDDLETOWN, DE 19709
 NEW CASTLE COUNTY

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
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BUILDING:	INCLUDED IN BLANKET BUILDING LIMIT
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PROPERTY CHOICE - BUSINESS INTERRUPTION	LIMIT OF INSURANCE
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SPECIAL BUSINESS INCOME: (72 HOURS WAITING PERIOD APPLIES)	INCLUDED IN BLANKET SPECIAL BUSINESS INCOME LIMIT
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ORDINARY PAYROLL IS INCLUDED

MORTGAGE HOLDER(S):

FIRST: M & T BANK
 RODNEY SQUARE NORTH
 1100 NORTH MARKET ST
 WILMINGTON, DE 19890

LOSS PAYEE(S):

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 22 UUN ZI6321

PREMISES 4 CONTINUED

LOSS PAYEE: M & T BANK
 RODNEY SQUARE NORTH
 1100 NORTH MARKET ST
 WILMINGTON, DE 19890

* * * * *

PREMISES NO. 29

ADDRESS:

772 MIDDLETOWN WARWICK RD
 MIDDLETOWN, DE 19709
 NEW CASTLE COUNTY

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
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BUILDING:	INCLUDED IN BLANKET BUILDING LIMIT
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VALUATION: ACTUAL CASH VALUE APPLIES

PROPERTY CHOICE - BUSINESS INTERRUPTION	LIMIT OF INSURANCE
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SPECIAL BUSINESS INCOME:	NOT COVERED
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* * * * *

PREMISES NO. 30

ADDRESS:

1400 S TROOPER RD
 NORRISTOWN, PA 19403
 MONTGOMERY COUNTY

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 22 UUN ZI6321

PREMISES 30 CONTINUED

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DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
-----	-----

BUILDING:	INCLUDED IN BLANKET BUILDING LIMIT
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PROPERTY CHOICE - BUSINESS INTERRUPTION	LIMIT OF INSURANCE
-----	-----

SPECIAL BUSINESS INCOME: (72 HOURS WAITING PERIOD APPLIES)	INCLUDED IN BLANKET SPECIAL BUSINESS INCOME LIMIT
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ORDINARY PAYROLL IS INCLUDED

-----	-----
MORTGAGE HOLDER(S):	
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FIRST: REDEVELOPMENT AUTHORITY OF THE
COUNTY OF MONTGOMERY
104 W MAIN ST, STE 2
NORRISTOWN, PA 19401

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE CHANGES



POLICY NUMBER: 22 UUN ZI6321

CHANGE NUMBER: 006

It is agreed that the Schedule (Form HC 12 10) is changed as follows:

THE FOLLOWING IS ADDED:

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 029/001 TERR: 001
LOCATION: 772 MIDDLETOWN WARWICK RD
MIDDLETOWN
DE 19709

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 63010
DWELLINGS - ONE-FAMILY (LESSOR'S RISK ONLY) - INCLUDING PRODUCTS AND/OR
COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT
TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: DWELLINGS PER 1
EXPOSURE: 1
RATE: 143.4830
ANNUAL PREMIUM: 145.00
PREMIUM CHANGE: 46.00 AP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 030/001 TERR: 507
LOCATION: 1400 S TROOPER RD
NORRISTOWN
PA 19403

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 61212
BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING
(LESSOR'S RISK ONLY) - OTHER THAN NOT-FOR-PROFIT - INCLUDING PRODUCTS
AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE
SUBJECT TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: AREA PER 1,000
EXPOSURE: 52,000

The company located these documents in its
business records. At this time, the company
does not certify that these documents constitute
a complete and accurate copy of the policy.

SCHEDULE CHANGES (Continued)**POLICY NUMBER:** 22 UUN ZI6321

RATE: 185.6650
 ANNUAL PREMIUM: 9,751.00
 PREMIUM CHANGE: 3,101.00 AP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
 REFER TO: COMMERCIAL GENERAL LIABILITY
 COVERAGE PART (FORM HC 00 10)
 PRMS/BLDG NO: 032/001 TERR: 507
 LOCATION: RIVERVIEW AT VALLEY FORGE
 NORRISTOWN
 PA 19403

CLASSIFICATION CODE NUMBER
 AND DESCRIPTION: 49451
 VACANT LAND - OTHER THAN NOT-FOR-PROFIT - INCLUDING PRODUCTS AND/OR
 COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT TO
 THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: ACRES PER 1
 EXPOSURE: 35
 RATE: 4.8300
 ANNUAL PREMIUM: 171.00
 PREMIUM CHANGE: 54.00 AP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
 REFER TO: COMMERCIAL GENERAL LIABILITY
 COVERAGE PART (FORM HC 00 10)
 PRMS/BLDG NO: 031/001 TERR: 503
 LOCATION: 12 LOTS AT WILLOW LANE/CARNEGIE H
 PORTSMOUTH
 RI 02871

CLASSIFICATION CODE NUMBER
 AND DESCRIPTION: 47051
 REAL ESTATE DEVELOPMENT PROPERTY - INCLUDING PRODUCTS AND/OR COMPLETED
 OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT TO THE
 GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: ACRES PER 1

SCHEDULE CHANGES (Continued)

POLICY NUMBER: 22 UUN ZI6321

EXPOSURE:	4.5
RATE:	25.0320
ANNUAL PREMIUM:	114.00
PREMIUM CHANGE:	36.00 AP

TOTAL PREMIUM CHANGE FOR THIS POLICY CHANGE:	3,237.00 AP
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 22 UUN ZI6321 K3

CHANGE NUMBER: 004

Policy Change Effective Date: 06/27/13

Named Insured: LAMBOLL STREET LLC

Producer's Name: WELLS FARGO INS SERVICES USA INC

Pro Rata Factor: .269

Description of Change(s):

CHANGE NO.: 004

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING
STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR
BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

CHANGE NO: 004 IS CANCELLED.



Countersigned by
(Where required by law)

Authorized Representative Date

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 22 UUN ZI6321 K3

CHANGE NUMBER: 005

Policy Change Effective Date: 06/27/13

Named Insured: LAMBOLL STREET LLC

Producer's Name: WELLS FARGO INS SERVICES USA INC

Pro Rata Factor: .269

Description of Change(s):

CHANGE NO.: 005

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING
STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR
BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

ADDITIONAL PREMIUM DUE AT THE CHANGE EFFECTIVE DATE: \$15,573.00*
*INCLUDES ADDITIONAL TERRORISM PREMIUM OF \$155.00

CHANGE NO: 005 IS CANCELLED.



Countersigned by
(Where required by law)

The company located these documents in its
business records. At this time, the company
does not certify that these documents constitute
a complete and accurate copy of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 22 UUN ZI6321 K3

CHANGE NUMBER: 005

Policy Change Effective Date: 06/27/13

Named Insured: LAMBOLL STREET LLC
SEE IH1204

Producer's Name: WELLS FARGO INS SERVICES USA INC

Pro Rata Factor: .269

Description of Change(s):

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

RETURN PREMIUM DUE AT THE CHANGE EFFECTIVE DATE: \$15,573.00*
*INCLUDES RETURN TERRORISM PREMIUM OF \$155.00

STATE SURCHARGE(S) SHOWN BELOW NOT INCLUDED IN ABOVE TOTALS:
DATE DUE: 06/27/13

RETURN 2011 FHCF ASSESS CL:	\$202.45
RETURN FLORIDA FIRE COLLEGE SURCHARGE	\$15.58

RETURN PREMIUM DUE	06/27/13	\$15,573.00
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GENERAL LIABILITY

HARTFORD FIRE INSURANCE COMPANY

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS ADDED TO THIS POLICY AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

GENERAL LIABILITY: HC12111185 (APPLIES TO HM0010)



Countersigned by
(Where required by law)

Authorized Representative Date

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE CHANGES



POLICY NUMBER: 22 UUN ZI6321

CHANGE NUMBER: 005

It is agreed that the Schedule (Form HC 12 10) is changed as follows:

THE FOLLOWING IS CHANGED:

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 029/001 TERR: 006
LOCATION: INTERSECTION 95/HWY 206
SAINT AUGUSTINE
FL 32086

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 49451
VACANT LAND - OTHER THAN NOT-FOR-PROFIT - INCLUDING PRODUCTS AND/OR
COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT TO
THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: ACRES PER 1
EXPOSURE: 3,227
RATE: 4.9800
ANNUAL PREMIUM: 16,231.00
PREMIUM CHANGE: 15,573.00 RP

TOTAL PREMIUM CHANGE
FOR THIS POLICY CHANGE: 15,573.00 RP

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 22 UUN ZI6321 K3

CHANGE NUMBER: 004

Policy Change Effective Date: 06/27/13

Named Insured: LAMBOLL STREET LLC
SEE IH1204

Producer's Name: WELLS FARGO INS SERVICES USA INC

Pro Rata Factor: .269

Description of Change(s):

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

ADDITIONAL PREMIUM DUE AT THE CHANGE EFFECTIVE DATE: \$19,939.00*
*INCLUDES ADDITIONAL TERRORISM PREMIUM OF \$198.00

STATE SURCHARGE(S) SHOWN BELOW NOT INCLUDED IN ABOVE TOTALS:

DATE DUE: 06/27/13

ADDITIONAL 2011 FHCF ASSESS CL: \$259.21

ADDITIONAL FLORIDA FIRE COLLEGE SURCHARGE: \$19.94

ADDITIONAL PREMIUM DUE 06/27/13 \$19,939.00

GENERAL LIABILITY

HARTFORD FIRE INSURANCE COMPANY

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS ADDED TO THIS POLICY AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

GENERAL LIABILITY: HC12111185 (APPLIES TO HM0010)



Countersigned by
(Where required by law)

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE CHANGES



POLICY NUMBER: 22 UUN ZI6321

CHANGE NUMBER: 004

It is agreed that the Schedule (Form HC 12 10) is changed as follows:

THE FOLLOWING IS ADDED:

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 029/001 TERR: 006
LOCATION: INTERSECTION 95/HWY 206
SAINT AUGUSTINE
FL 32086

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 49451
VACANT LAND - OTHER THAN NOT-FOR-PROFIT - INCLUDING PRODUCTS AND/OR
COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT TO
THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: ACRES PER 1
EXPOSURE: 3,227
RATE: 22.7420
ANNUAL PREMIUM: 74,122.00
PREMIUM CHANGE: 19,939.00 AP

TOTAL PREMIUM CHANGE
FOR THIS POLICY CHANGE: 19,939.00 AP

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 22 UUN ZI6321 K3

CHANGE NUMBER: 003

Policy Change Effective Date: 05/10/13

Named Insured: LAMBOLL STREET LLC
SEE IH1204

Producer's Name: WELLS FARGO INS SERVICES USA INC

Pro Rata Factor: .400

Description of Change(s):

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

RETURN PREMIUM DUE AT THE CHANGE EFFECTIVE DATE: \$5,812.00*
*INCLUDES RETURN TERRORISM PREMIUM OF \$159.00

RETURN PREMIUM DUE	05/10/13	\$5,812.00
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PROPERTY CHOICE

HARTFORD FIRE INSURANCE COMPANY

PROPERTY CHOICE COVERAGE PART IS CHANGED

FORECLOSED PROPERTY

PREMISES 5 IS DELETED

PREMISES 7 IS DELETED

PREMISES 9 IS DELETED

PREMISES 12 IS DELETED

PREMISES 14 IS DELETED

PREMISES 15 IS DELETED

PREMISES 18 IS DELETED

PREMISES 23 IS DELETED



Countersigned by
(Where required by law)

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

Authorized Representative Date

POLICY CHANGES (Continued)

POLICY NUMBER: 22 UUN ZI6321 K3

PREMISES 25 IS DELETED

PREMISES 26 IS DELETED

PREMISES 27 IS DELETED

GENERAL LIABILITY

HARTFORD FIRE INSURANCE COMPANY

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS ADDED TO THIS POLICY
AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

GENERAL LIABILITY: HC12111185 (APPLIES TO HM0010)

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS REVISED
AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

PROPERTY: PC00151003



FORECLOSED BUILDING COVERAGE FORM

SCHEDULE

SEE SUBSEQUENT PAGE(S)

A COVERAGE

We will pay for loss or damage by a Covered Cause of Loss to Foreclosed Buildings you have acquired through your normal foreclosure process.

B. ADDITIONAL COVERAGES

The Additional Coverages found in the Property Choice Coverage Form do not apply to Foreclosed Buildings. Foreclosed Buildings means a building or structure to which you have perfected your right to possession or which you originally acquired through foreclosure, repossession or deed in lieu of foreclosure because the building was security for a loan you owned or serviced and there was a default on that loan. Foreclosed Building does not include land (including the land on which the property is located) and land values, paved or concrete surfaces, retaining walls, or foundations or supports below the surface of the lowest floor or basement.

Any Coverage or Additional Coverage provided by any Property Choice Business Interruption form(s) attached to this policy does not apply to Foreclosed Buildings.

Additional Coverage - Debris Removal

1. Subject to Paragraphs 3. and 4. below, we will pay your expense to remove debris of Foreclosed Buildings caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
2. Debris Removal does not apply to costs to:
 - a. Extract "pollutants or contaminants" from land or water; or
 - b. Remove, restore or replace polluted or contaminated land or water.
3. Subject to the exceptions in Paragraph 4., the following provisions apply:
 - a. The most we will pay for the total of direct physical loss or direct physical damage plus debris removal expense is the applicable Limit of Insurance applicable to the Foreclosed Building that has sustained loss or damage.
 - b. Subject to 3.a. above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

the amount that we pay for direct physical loss or damage to the Foreclosed Building that has sustained loss or damage.

4. We will pay up to an additional amount of \$5,000 for debris removal expense, for each Foreclosed Building, in any one occurrence of physical loss or damage to Foreclosed Building, if one or both of the following circumstances apply:

- a. The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Foreclosed Building that has sustained loss or damage.
- b. The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Foreclosed Building that has sustained loss or damage.

Therefore, if **4.a.** and/or **4.b.** apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the applicable Limit of Insurance on the Foreclosed Building that has sustained loss or damage, plus \$5,000.

C. COVERED CAUSES OF LOSS

The PROPERTY CHOICE COVERED CAUSES OF LOSS AND EXCLUSIONS FORM does not apply to Foreclosed Buildings. Foreclosed Buildings are only covered for loss or damage caused by or resulting from:

1. **Fire.**
2. **Lightning.**
3. **Explosion**, including the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass. This cause of loss does not include loss or damage by:
 - a. Rupture, bursting or operation of pressure relief devices; or
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water.
4. **Windstorm or Hail**, but not including:
 - a. Frost or cold weather;
 - b. Ice (other than hail), snow or sleet, whether driven by wind or not; or
 - c. Loss or damage to the interior of any building or structure, or the property inside the building or structure, caused by

rain, snow, sand or dust, whether driven by wind or not, unless the building or structure first sustains wind or hail damage to its roof or walls through which the rain, snow, sand or dust enters.

5. **Smoke** causing sudden and accidental loss or damage. This cause of loss does not include smoke from agricultural smudging or industrial operations.
6. **Aircraft or Vehicles**, meaning only physical contact of an aircraft, a spacecraft, a self-propelled missile, a vehicle or an object thrown up by a vehicle. This cause of loss includes loss or damage by objects falling from aircraft.
7. **Riot or Civil Commotion**, including:
 - a. Acts of striking employees while occupying the Foreclosed Building; and
 - b. Looting occurring at the time and place of a riot or civil commotion.
8. **Vandalism**, meaning willful and malicious damage to, or destruction of, the foreclosed building.

We will not pay for loss or damage:

- a. To glass that is part of a building, structure, or an outside sign, but we will pay for loss or damage to other property caused by or resulting from breakage of glass by vandals.
- b. Caused by or resulting from theft, except for building damage caused by the breaking in or exiting of burglars.
9. **Sprinkler Leakage**, meaning leakage or discharge of any substance from an Automatic Sprinkler System, including collapse of a tank that is part of the system.

If the building or structure containing the Automatic Sprinkler System is a Covered Foreclosed Building, we will also pay the cost to:

- a. Repair or replace damaged parts of the Automatic Sprinkler System if the damage:
 - (1) Results in sprinkler leakage; or
 - (2) Is directly caused by freezing. Provided that you do your best to maintain heat in the Foreclosed Building.
- b. Tear out and replace any part of the building or structure to repair damage to the Automatic Sprinkler System that has resulted in sprinkler leakage.

Automatic Sprinkler System means:

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

- (a) Sprinklers and discharge nozzles;
 - (b) Ducts, pipes, valves and fittings;
 - (c) Tanks, their component parts and supports; and
 - (d) Pumps and private fire protection mains.
- (2) When supplied from an automatic fire protective system:
- (a) Non-automatic fire protective systems; and
 - (b) Hydrants, standpipes and outlets.
- 10. Sinkhole Collapse**, meaning loss or damage caused by the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
- a. The cost of filling sinkholes; or
 - b. Sinking or collapse of land into man-made underground cavities.

11. Falling Objects.

But we will not pay for loss or damage to the interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

12. Weight of Snow, Ice or Sleet.

But we will not pay for loss or damage to:

- a. Gutters and downspouts; or
- b. Personal property outside of buildings or structures.

13. Water Damage.

- a. Water Damage, meaning accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance containing water or steam.

However, Water Damage does not include:

- (1) Discharge or leakage from:
 - (a) An Automatic Sprinkler System; or
 - (b) A sump or related equipment and parts, including overflow due to sump pump failure or excessive volume of water;
- (2) The cost to repair any defect that caused the loss or damage;
- (3) Loss or damage caused by or resulting from continuous or repeated seepage or leakage that occurs over a period of 14 days or more; or

- (4) Loss or damage caused by or resulting from freezing, unless:

- (a) You do your best to maintain heat in the building or structure; or
- (b) You drain the equipment and shut off the water supply if the heat is not maintained.

- b. If coverage applies subject to a. above, and the building or structure containing the system or appliance is a Covered Foreclosed Building, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or steam escapes. But we will not pay the cost to repair any defect that caused the loss or damage.

D. LIMITS OF INSURANCE

The most we will pay in any one occurrence to any one Foreclosed Building is your Foreclosed Building Financial Interest as defined in item F. Valuation of this endorsement and as shown in the above SCHEDULE or as reported to us in the REPORTING PROVISIONS of this endorsement.

E. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the applicable deductible stated in the above SCHEDULE. We will then pay the amount of loss or damage in excess of the applicable deductible, up to the applicable Limit of Insurance.

F. VALUATION

This is the only valuation that applies to Foreclosed Buildings:

Subject to the applicable Limit of Insurance, Foreclosed Buildings will be valued at the lesser of:

- 1. The full cost to repair or replace the damaged Foreclosed Building at the time and place of loss; or
- 2. Your Foreclosed Building Financial Interest. Foreclosed Building Financial Interest means:
 - a. The unpaid principle balance on the mortgage or loan, adjusted to the appraised market value of the Foreclosed Building following:
 - (1) The perfection of your right to possess the Foreclosed Building; or
 - (2) Your receipt of the deed or title to the Foreclosed Building; plus

- b. The expenses you incurred in perfecting your right to possess the Foreclosed Building; plus

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

- c. The cost of structural repairs or renovations you made to the Foreclosed Building; plus
- d. Expenses you incurred to secure the Foreclosed Building against trespass or malicious mischief;

minus the market value, following the loss or damage to the Foreclosed Building of any land which was subject to the same mortgage as was the Foreclosed Building.

G. REPORTING PROVISIONS - REPORTS OF FORECLOSED BUILDINGS

- 1. You must file a report with us following each reporting period of sixty days after policy inception and at expiration, in accordance with **2.** or **3.** below, showing the values of Foreclosed Buildings separately at each address. Each report must show the values that existed on the dates required by the reporting period. These dates are the report dates.

- 2. You must file the first report with us within 15 days of the end of the first reporting period and file each subsequent report with us within 10 days of the end of each subsequent reporting period and at expiration.
- 3. You may not correct inaccurate reports after loss or damage.

FORECLOSED BUILDING COVERAGE FORM**POLICY NUMBER:** 22 UUN ZI6321

SCHEDULE

TYPE OF PROPERTY	LIMIT OF INSURANCE	DEDUCTIBLE
1-4 FAMILY DWELLINGS:		
PREMISES 13		
ADDRESS: 220 E CRAIL CT MIDDLETOWN, DE 19709 NEW CASTLE COUNTY	\$ 400,000	\$ 2,500
PREMISES 19		
ADDRESS: 1308 FERET RD TOWNSEND, DE 19734 NEW CASTLE COUNTY	\$ 400,000	\$ 2,500
PREMISES 24		
ADDRESS: 125 FELLOWSHIP DR CAMDEN WYOMING, DE 19934 KENT COUNTY	\$ 300,000	\$ 2,500
ALL OTHER COMMERCIAL BUILDING - OPERATING:		
PREMISES 6		
ADDRESS: 446 TOFTRESS DR MIDDLETOWN, DE 19709 NEW CASTLE COUNTY	\$ 160,000	\$ 2,500
PREMISES 8		
ADDRESS: 442 TOFTRESS DR MIDDLETOWN, DE 19709 NEW CASTLE COUNTY	\$ 160,000	\$ 2,500
PREMISES 10		
ADDRESS: 325 S PARKWAY DR MIDDLETOWN, DE 19709 NEW CASTLE COUNTY	\$ 160,000	\$ 2,500

FORECLOSED BUILDING COVERAGE FORM**POLICY NUMBER:** 22 UUN ZI6321

SCHEDULE

TYPE OF PROPERTY	LIMIT OF INSURANCE	DEDUCTIBLE
PREMISES 11		
ADDRESS: 317 S PARKWAY DR MIDDLETOWN, DE 19709 NEW CASTLE COUNTY	\$ 160,000	\$ 2,500
PREMISES 16		
ADDRESS: 938 LANSLOWNE RD MIDDLETOWN, DE 19709 NEW CASTLE COUNTY	\$ 160,000	\$ 2,500
PREMISES 17		
ADDRESS: 1016 SHERBOURNE RD MIDDLETOWN, DE 19709 NEW CASTLE COUNTY	\$ 160,000	\$ 2,500
PREMISES 20		
ADDRESS: 227 TIDBURY XING CAMDEN WYOMING, DE 19934 KENT COUNTY	\$ 150,000	\$ 2,500
PREMISES 21		
ADDRESS: 170 TIDBURY XING CAMDEN WYOMING, DE 19934 KENT COUNTY	\$ 150,000	\$ 2,500
PREMISES 22		
ADDRESS: 186 TIDBURY XING CAMDEN WYOMING, DE 19934 KENT COUNTY	\$ 150,000	\$ 2,500

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE CHANGES



POLICY NUMBER: 22 UUN ZI6321

CHANGE NUMBER: 003

It is agreed that the Schedule (Form HC 12 10) is changed as follows:

THE FOLLOWING IS DELETED:

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 005/001 TERR: 001
LOCATION: 221 WICKERBERRY DR
MIDDLETOWN
DE 19709

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 63010
DWELLINGS - ONE-FAMILY (LESSOR'S RISK ONLY) - INCLUDING PRODUCTS AND/OR
COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT
TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: DWELLINGS PER 1
EXPOSURE: 1
RATE: 143.4830
ANNUAL PREMIUM: 143.00
PREMIUM CHANGE: 58.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 007/001 TERR: 001
LOCATION: 444 TOFTRESS DR
MIDDLETOWN
DE 19709

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 62003
CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) - INCLUDING PRODUCTS
AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE
SUBJECT TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: UNITS PER 1
EXPOSURE: 1
RATE: 67.1320

The company located these documents in its
business records. At this time, the company
does not certify that these documents constitute
a complete and accurate copy of the policy.

SCHEDULE CHANGES (Continued)**POLICY NUMBER:** 22 UUN ZI6321

ANNUAL PREMIUM: 67.00
 PREMIUM CHANGE: 27.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
 REFER TO: COMMERCIAL GENERAL LIABILITY
 COVERAGE PART (FORM HC 00 10)
 PRMS/BLDG NO: 009/001 TERR: 001
 LOCATION: 400 TOFTRESS DR
 MIDDLETOWN
 DE 19709

CLASSIFICATION CODE NUMBER
 AND DESCRIPTION: 62003
 CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) - INCLUDING PRODUCTS
 AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE
 SUBJECT TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: UNITS PER 1
 EXPOSURE: 1
 RATE: 67.1320
 ANNUAL PREMIUM: 67.00
 PREMIUM CHANGE: 27.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
 REFER TO: COMMERCIAL GENERAL LIABILITY
 COVERAGE PART (FORM HC 00 10)
 PRMS/BLDG NO: 012/001 TERR: 001
 LOCATION: 222 E CRAIL CT
 MIDDLETOWN
 DE 19709

CLASSIFICATION CODE NUMBER
 AND DESCRIPTION: 63010
 DWELLINGS - ONE-FAMILY (LESSOR'S RISK ONLY) - INCLUDING PRODUCTS AND/OR
 COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT
 TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: DWELLINGS PER 1
 EXPOSURE: 1

SCHEDULE CHANGES (Continued)**POLICY NUMBER:** 22 UUN ZI6321

RATE: 143.4830
 ANNUAL PREMIUM: 143.00
 PREMIUM CHANGE: 58.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
 REFER TO: COMMERCIAL GENERAL LIABILITY
 COVERAGE PART (FORM HC 00 10)
 PRMS/BLDG NO: 014/001 TERR: 001
 LOCATION: 944 LANSLOWNE RD
 MIDDLETOWN
 DE 19709

CLASSIFICATION CODE NUMBER
 AND DESCRIPTION: 62003
 CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) - INCLUDING PRODUCTS
 AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE
 SUBJECT TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: UNITS PER 1
 EXPOSURE: 1
 RATE: 67.1320
 ANNUAL PREMIUM: 67.00
 PREMIUM CHANGE: 27.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
 REFER TO: COMMERCIAL GENERAL LIABILITY
 COVERAGE PART (FORM HC 00 10)
 PRMS/BLDG NO: 015/001 TERR: 001
 LOCATION: 942 LANSLOWNE RD
 MIDDLETOWN
 DE 19709

CLASSIFICATION CODE NUMBER
 AND DESCRIPTION: 62003
 CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) - INCLUDING PRODUCTS
 AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE
 SUBJECT TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: UNITS PER 1

SCHEDULE CHANGES (Continued)**POLICY NUMBER:** 22 UUN ZI6321

EXPOSURE: 1

RATE: 67.1320

ANNUAL PREMIUM: 67.00

PREMIUM CHANGE: 27.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG NO: 018/001 TERR: 001

LOCATION: 1042 SHERBOURNE RD
MIDDLETOWN
DE 19709

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 62003
CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) - INCLUDING PRODUCTS
AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE
SUBJECT TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: UNITS PER 1

EXPOSURE: 1

RATE: 67.1320

ANNUAL PREMIUM: 67.00

PREMIUM CHANGE: 27.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG NO: 023/001 TERR: 001

LOCATION: 60 SAGITTARIUS WAY
CAMDEN WYOMING
DE 19934

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 63010
DWELLINGS - ONE-FAMILY (LESSOR'S RISK ONLY) - INCLUDING PRODUCTS AND/OR
COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT

SCHEDULE CHANGES (Continued)**POLICY NUMBER:** 22 UUN ZI6321

TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: DWELLINGS PER 1
 EXPOSURE: 1
 RATE: 143.4830
 ANNUAL PREMIUM: 143.00
 PREMIUM CHANGE: 58.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
 REFER TO: COMMERCIAL GENERAL LIABILITY
 COVERAGE PART (FORM HC 00 10)
 PRMS/BLDG NO: 025/001 TERR: 001
 LOCATION: 126 FELLOWSHIP DR
 CAMDEN WYOMING
 DE 19934

CLASSIFICATION CODE NUMBER
 AND DESCRIPTION: 63010
 DWELLINGS - ONE-FAMILY (LESSOR'S RISK ONLY) - INCLUDING PRODUCTS AND/OR
 COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT
 TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: DWELLINGS PER 1
 EXPOSURE: 1
 RATE: 143.4830
 ANNUAL PREMIUM: 143.00
 PREMIUM CHANGE: 58.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
 REFER TO: COMMERCIAL GENERAL LIABILITY
 COVERAGE PART (FORM HC 00 10)
 PRMS/BLDG NO: 026/001 TERR: 001
 LOCATION: 34775 MUTE SWAN LN
 REHOBOTH BEACH
 DE 19971

CLASSIFICATION CODE NUMBER

SCHEDULE CHANGES (Continued)**POLICY NUMBER:** 22 UUN ZI6321

AND DESCRIPTION: 63010
 DWELLINGS - ONE-FAMILY (LESSOR'S RISK ONLY) - INCLUDING PRODUCTS AND/OR
 COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT
 TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: DWELLINGS PER 1
 EXPOSURE: 1
 RATE: 143.4830
 ANNUAL PREMIUM: 143.00
 PREMIUM CHANGE: 58.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
 REFER TO: COMMERCIAL GENERAL LIABILITY
 COVERAGE PART (FORM HC 00 10)
 PRMS/BLDG NO: 027/001 TERR: 001
 LOCATION: 34820 MUTE SWAN LN
 REHOBOTH BEACH
 DE 19971

CLASSIFICATION CODE NUMBER
 AND DESCRIPTION: 63010
 DWELLINGS - ONE-FAMILY (LESSOR'S RISK ONLY) - INCLUDING PRODUCTS AND/OR
 COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT
 TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: DWELLINGS PER 1
 EXPOSURE: 1
 RATE: 143.4830
 ANNUAL PREMIUM: 143.00
 PREMIUM CHANGE: 58.00 RP

THE FOLLOWING IS CHANGED:

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
 REFER TO: COMMERCIAL GENERAL LIABILITY
 COVERAGE PART (FORM HC 00 10)
 PRMS/BLDG NO: 001/001 TERR: 001

SCHEDULE CHANGES (Continued)**POLICY NUMBER:** 22 UUN ZI6321

LOCATION: 1050 INDUSTRIAL RD
MIDDLETOWN
DE 19709

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 47051
REAL ESTATE DEVELOPMENT PROPERTY - INCLUDING PRODUCTS AND/OR COMPLETED
OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT TO THE
GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: ACRES PER 1
EXPOSURE: 198
RATE: 28.5600
ANNUAL PREMIUM: 5,711.00
PREMIUM CHANGE: 104.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG NO: 001/001 TERR: 001
LOCATION: 1050 INDUSTRIAL RD
MIDDLETOWN
DE 19709

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 49451
VACANT LAND - OTHER THAN NOT-FOR-PROFIT - INCLUDING PRODUCTS AND/OR
COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT TO
THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: ACRES PER 1
EXPOSURE: 1,280
RATE: 5.1000
ANNUAL PREMIUM: 6,593.00
PREMIUM CHANGE: 11.00 RP

TOTAL PREMIUM CHANGE
FOR THIS POLICY CHANGE: 598.00 RP

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 22 UUN ZI6321 K3
CHANGE NUMBER: 002

Policy Change Effective Date: 04/29/13

Named Insured: LAMBOLL STREET LLC
SEE IH1204

Producer's Name: WELLS FARGO INS SERVICES USA INC

Pro Rata Factor: .430

Description of Change(s):

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

ADDITIONAL PREMIUM DUE AT THE CHANGE EFFECTIVE DATE: \$2,163.00*
*INCLUDES ADDITIONAL TERRORISM PREMIUM OF \$22.00

STATE SURCHARGE(S) SHOWN BELOW NOT INCLUDED IN ABOVE TOTALS:
DATE DUE: 04/29/13

ADDITIONAL 2011 FHCF ASSESS CL: \$28.11
ADDITIONAL FLORIDA FIRE COLLEGE SURCHARGE: \$2.16

ADDITIONAL PREMIUM DUE 04/29/13 \$2,163.00

NAMED INSURED IS CHANGED TO READ: LAMBOLL STREET LLC
SEE IH1204

GENERAL LIABILITY

HARTFORD FIRE INSURANCE COMPANY

POLICY IS CHANGED PER THE ATTACHED

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS ADDED TO THIS POLICY AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

GENERAL LIABILITY: HC12111185 (APPLIES TO HM0010)
IH12040312



Countersigned by
(Where required by law)

Authorized Representative Date

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

POLICY NUMBER: 22 UUN ZI6321

CHANGE NUMBER: 002



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF THE DECLARATIONS - ADDITIONAL PERSONS OR ORGANIZATIONS DESIGNATED AS NAMED INSUREDS

The following person(s) or organization(s) are added to the Declarations as Named Insureds:

LAMBOLL STREET LLC
LAURENS STREET LLC EIN # 35-2474384

**The company located these documents in its
business records. At this time, the company
does not certify that these documents constitute
a complete and accurate copy of the policy.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE CHANGES



POLICY NUMBER: 22 UUN ZI6321

CHANGE NUMBER: 002

It is agreed that the Schedule (Form HC 12 10) is changed as follows:

THE FOLLOWING IS ADDED:

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 028/001 TERR: 001
LOCATION: NORTH OF JACKSONVILLE AIRPORT
JACKSONVILLE
FL 32218

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 49451
VACANT LAND - OTHER THAN NOT-FOR-PROFIT - INCLUDING PRODUCTS AND/OR
COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT TO
THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: ACRES PER 1
EXPOSURE: 1,000
RATE: 4.9800
ANNUAL PREMIUM: 5,030.00
PREMIUM CHANGE: 2,163.00 AP

TOTAL PREMIUM CHANGE
FOR THIS POLICY CHANGE: 2,163.00 AP

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 22 UUN ZI6321 K3

CHANGE NUMBER: 001

Policy Change Effective Date: 10/03/12

Named Insured: LAMBOLL STREET LLC

Producer's Name: WELLS FARGO INS SERVICES USA INC

Pro Rata Factor: 1.000

Description of Change(s):

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS. THIS IS NOT A BILL.

NO PREMIUM DUE AT POLICY CHANGE EFFECTIVE DATE.

GENERAL LIABILITY

HARTFORD FIRE INSURANCE COMPANY

POLICY IS CHANGED PER THE ATTACHED

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS ADDED TO THIS POLICY AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

GENERAL LIABILITY: HG24020803 (APPLIES TO HC0010)



Countersigned by
(Where required by law)

Authorized Representative Date

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.



IMPORTANT NOTICE TO POLICYHOLDERS REDUCTION OF COVERAGE

TITLE OF FORM: LIMITATION OF COVERAGE PERSONAL AND ADVERTISING
INJURY - FINANCIAL SERVICES

FORM NUMBER: HG24020803

COVERAGES:

THE FORM CITED ABOVE HAS BEEN ADDED TO YOUR POLICY AND HAS THE EFFECT OF REDUCING YOUR INSURANCE COVERAGE. YOU SHOULD REVIEW YOUR POLICY AND CONTACT YOUR HARTFORD AGENT OR YOUR BROKER IF YOU HAVE ANY QUESTIONS.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

This SPECIAL MULTI-FLEX POLICY is provided by the stock insurance company(s) of The Hartford Insurance Group, shown below.

COMMON POLICY DECLARATIONS

POLICY NUMBER: 22 UUN ZI6321 K3



Named Insured and Mailing Address:
(No., Street, Town, State, Zip Code)

LAMBOLL STREET LLC

200 MEETING ST, STE 200
CHARLESTON , SC 29401
(CHARLESTON COUNTY)

Policy Period: From 10/03/12 To 10/03/13

12:01 A.M. , Standard time at your mailing address shown above.

In return for the payment of the premium, and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy. The Coverage Parts that are a part of this policy are listed below. The Advance Premium shown may be subject to adjustment.

Total Advance Premium: \$50,365.00

Coverage Part and Insurance Company Summary

Advance Premium

PROPERTY CHOICE
HARTFORD FIRE INSURANCE COMPANY
ONE HARTFORD PLAZA
HARTFORD, CONNECTICUT 06155

\$31,391.00

COMMERCIAL AUTO
SENTINEL INSURANCE COMPANY, LIMITED
ONE HARTFORD PLAZA
HARTFORD , CT 06155

\$ 246.00

LISTING OF ADDITIONAL COVERAGE PARTS CONTINUED ON THE FOLLOWING PAGE.

Form Numbers of Coverage Parts, Forms and Endorsements that are a part of this policy and that are not listed in the Coverage Parts.

HM0001 IL00171198 HM99011185 IH09850312 IH99400409 IH99410409 IH99470112
IL00210908 IL01510112 IL02370412 PC00010109 HA00250204 HC00100798
HC00200295

Agent/Broker Name: WELLS FARGO INS SERVICES USA INC

Countersigned by
(Where required by law)

Authorized Representative

Date

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

COMMON POLICY DECLARATIONS (Continued)

POLICY NUMBER: 22 UUN ZI6321

ADDITIONAL COVERAGE PARTS (CONTINUED)

COVERAGE PART AND INSURANCE COMPANY SUMMARY	ADVANCE PREMIUM
COMMERCIAL GENERAL LIABILITY EMPLOYEE BENEFITS LIABILITY HARTFORD FIRE INSURANCE COMPANY ONE HARTFORD PLAZA HARTFORD, CONNECTICUT 06155	\$18,728.00

POLICY NUMBER: 22 UUN ZI6321



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSTALLMENT PLAN

We and you agree that you will pay the premium in installments as shown below:

Date	Premium	Date	Premium
10/03/12	\$17,629.00		
01/03/13	\$10,912.00		
04/03/13	\$10,912.00		
07/03/13	\$10,912.00		

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.



POLICY NUMBER: 22 UUN ZI6321

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

TERRORISM PREMIUM (CERTIFIED ACTS)

Coverage:	Premium (if Covered):
PROPERTY	\$ 911.00
GENERAL LIABILITY	\$ 193.00
 TOTAL	 \$ 1,104.00

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended (TRIA), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for "certified acts of terrorism" under TRIA. The portion of your premium attributable to such coverage is shown above in this endorsement.

B. The following definition is added with respect to the provisions of this endorsement:

A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. Disclosure Of Federal Share Of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for 85% of that portion of such insured losses that exceeds the applicable insurer deductible. However, if aggregate insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States Government has not charged any premium for their participation in covering terrorism losses.

D. Cap On Insurer Liability for Terrorism Losses

If aggregate insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a Program Year (January 1 through December 31) and we have met, or will meet, our insurer deductible under TRIA we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with Treasury procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

E. All other terms and conditions remain the same.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.



Named Insured: LAMBOLL STREET LLC

Policy Number: 22 UUN ZI6321

Effective Date: 10/03/12

Expiration Date: 10/03/13

Company Name: WELLS FARGO INS SERVICES USA INC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

All other terms and conditions remain unchanged.

PROPERTY CHOICE COVERAGE PART - DECLARATIONS



POLICY NUMBER: 22 UUN ZI6321

This PROPERTY CHOICE COVERAGE PART consists of:

- A. This Declarations;**
- B. Property Choice Schedule of Premises and Coverages;**
- C. Property Choice Conditions and Definitions;**
- D. Property Choice Coverage Form;**
- E. Property Choice Specialized Property Insurance Coverages;**
- F. Property Choice Covered Causes of Loss and Exclusions Form; and**
- G. Any other Coverage Forms, Conditions Forms, Endorsements and Schedules issued to be a part of this Coverage Part and listed below.**

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Definitions found in the Property Choice Conditions and Definitions (Form Number PC 00 90).

ADVANCE PREMIUM: \$31,391.00

AUDIT PERIOD:

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Property Choice Declarations" or the "Common Policy Declarations".

All Schedules listed on this Declarations are part of this Declarations.

Form Numbers of Coverage Forms, Endorsements, and Schedules that are a part of this Coverage Part:

PC00910109 PC00020109T PC50400111 PC20230109 PC00151003T PC00900111
IH09400312 PC26020111 PC00100111 PC00200111 PC00300109 PC10100111
PC25060109 PC25090109 PC30070412 PC30600699

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES



POLICY NUMBER: 22 UUN ZI6321

COVERAGE AND LIMITS OF INSURANCE

INSURANCE APPLIES ON A BLANKET BASIS ONLY TO A COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN BELOW IN THE BLANKET DESCRIPTION OF COVERAGE OR PROPERTY. THE MAXIMUM WE WILL PAY FOR LOSS OR DAMAGE IN ANY ONE OCCURRENCE IS THE SMALLEST APPLICABLE LIMIT OF INSURANCE SHOWN IN THE DECLARATIONS, SCHEDULES, OR ENDORSEMENT(S).

BLANKET DESCRIPTION OF COVERAGE OR PROPERTY

FOR INSURANCE THAT APPLIES TO A SPECIFIC INSURED PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

LIMIT(S) OF INSURANCE
IN ANY ONE OCCURRENCE

BUILDING

\$3,060,000

VALUATION PROVISION:

REPLACEMENT COST (SUBJECT TO LIMITATIONS) APPLIES TO THE TYPES OF COVERED PROPERTY INSURED UNDER THIS POLICY. FOR VALUATION THAT APPLIES TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

PROPERTY CHOICE - BUSINESS INTERRUPTION - BLANKET DESCRIPTION OF COVERAGE

FOR INSURANCE THAT APPLIES TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

LIMITS OF INSURANCE
IN ANY ONE OCCURRENCE

SPECIAL BUSINESS INCOME:
(72 HOUR WAITING PERIOD APPLIES)
ORDINARY PAYROLL IS INCLUDED

\$370,000

COINSURANCE PROVISION:

COINSURANCE DOES NOT APPLY TO THE COVERAGES SHOWN ON THIS POLICY.

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 22 UUN ZI6321

 CAUSES OF LOSS - ADDITIONAL COVERAGE - EQUIPMENT BREAKDOWN

FOR INSURANCE THAT APPLIES TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

THE MOST WE WILL PAY IN ANY ONE EQUIPMENT BREAKDOWN ACCIDENT TO EQUIPMENT BREAKDOWN PROPERTY IS THE LESSER OF THE APPLICABLE BUILDING, BUSINESS PERSONAL PROPERTY AND BUSINESS INTERRUPTION LIMITS OF INSURANCE OR \$100,000,000.

COVERAGE EXTENSIONS: THE FOLLOWING COVERAGE EXTENSIONS LIMITS OF INSURANCE ARE INCLUDED IN THE CAUSES OF LOSS - ADDITIONAL COVERAGE - EQUIPMENT BREAKDOWN AND APPLY IN ANY ONE EQUIPMENT BREAKDOWN ACCIDENT TO EQUIPMENT BREAKDOWN PROPERTY.

LIMITS OF INSURANCE

CFC REFRIGERANTS:

INCLUDED IN THE LIMIT
 OF INSURANCE APPLICABLE
 TO EQUIPMENT BREAKDOWN

HAZARDOUS SUBSTANCES:
 SPOILAGE:
 EXPEDITING EXPENSES:

\$100,000
 \$100,000
 \$100,000

 DEDUCTIBLES

FOR DEDUCTIBLES THAT APPLY TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

THE FOLLOWING DEDUCTIBLE(S) SHALL APPLY TO LOSS OR DAMAGE:

BY WINDSTORM OR HAIL:

IN ANY ONE OCCURRENCE: \$50,000

BY ANY OTHER COVERED LOSS,

IN ANY ONE OCCURRENCE: \$2,500

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 22 UUN ZI6321

PREMISES 1 CONTINUED

LOSS PAYEE: M & T BANK
 RODNEY SQUARE NORTH
 1100 NORTH MARKET ST
 WILMINGTON, DE 19890

* * * * *

PREMISES NO. 2

ADDRESS:

1060 INDUSTRIAL RD
 MIDDLETOWN, DE 19709
 NEW CASTLE COUNTY

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
-------------------------------------	--------------------

BUILDING:	INCLUDED IN BLANKET BUILDING LIMIT
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PROPERTY CHOICE - BUSINESS INTERRUPTION	LIMIT OF INSURANCE
---	--------------------

SPECIAL BUSINESS INCOME:	NOT COVERED
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MORTGAGE HOLDER(S):

FIRST: M & T BANK
 RODNEY SQUARE NORTH
 1100 NORTH MARKET ST
 WILMINGTON, DE 19890

LOSS PAYEE(S):

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)**POLICY NUMBER:** 22 UUN ZI6321

PREMISES 2 CONTINUED

LOSS PAYEE: M & T BANK
 RODNEY SQUARE NORTH
 1100 NORTH MARKET ST
 WILMINGTON, DE 19890

* * * * *

PREMISES NO. 3

ADDRESS:

1060 INDUSTRIAL RD
 MIDDLETOWN, DE 19709
 NEW CASTLE COUNTY

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
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BUILDING:	INCLUDED IN BLANKET BUILDING LIMIT
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PROPERTY CHOICE - BUSINESS INTERRUPTION	LIMIT OF INSURANCE
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SPECIAL BUSINESS INCOME:	NOT COVERED
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MORTGAGE HOLDER(S):	
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FIRST: M & T BANK
 RODNEY SQUARE NORTH
 1100 NORTH MARKET ST
 WILMINGTON, DE 19890

LOSS PAYEE(S):	
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PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)**POLICY NUMBER:** 22 UUN ZI6321

PREMISES 3 CONTINUED

LOSS PAYEE: M & T BANK
 RODNEY SQUARE NORTH
 1100 NORTH MARKET ST
 WILMINGTON, DE 19890

* * * * *

PREMISES NO. 4

ADDRESS:

1070 INDUSTRIAL RD
 MIDDLETOWN, DE 19709
 NEW CASTLE COUNTY

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
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BUILDING:	INCLUDED IN BLANKET BUILDING LIMIT
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PROPERTY CHOICE - BUSINESS INTERRUPTION	LIMIT OF INSURANCE
---	--------------------

SPECIAL BUSINESS INCOME: (72 HOURS WAITING PERIOD APPLIES)	INCLUDED IN BLANKET SPECIAL BUSINESS INCOME LIMIT
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ORDINARY PAYROLL IS INCLUDED

MORTGAGE HOLDER(S):

FIRST: M & T BANK
 RODNEY SQUARE NORTH
 1100 NORTH MARKET ST
 WILMINGTON, DE 19890

LOSS PAYEE(S):

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 22 UUN ZI6321

PREMISES 4 CONTINUED

LOSS PAYEE: M & T BANK
 RODNEY SQUARE NORTH
 1100 NORTH MARKET ST
 WILMINGTON, DE 19890



FORECLOSED BUILDING COVERAGE FORM

SCHEDULE

SEE SUBSEQUENT PAGE(S)

A COVERAGE

We will pay for loss or damage by a Covered Cause of Loss to Foreclosed Buildings you have acquired through your normal foreclosure process.

B. ADDITIONAL COVERAGES

The Additional Coverages found in the Property Choice Coverage Form do not apply to Foreclosed Buildings. Foreclosed Buildings means a building or structure to which you have perfected your right to possession or which you originally acquired through foreclosure, repossession or deed in lieu of foreclosure because the building was security for a loan you owned or serviced and there was a default on that loan. Foreclosed Building does not include land (including the land on which the property is located) and land values, paved or concrete surfaces, retaining walls, or foundations or supports below the surface of the lowest floor or basement.

Any Coverage or Additional Coverage provided by any Property Choice Business Interruption form(s) attached to this policy does not apply to Foreclosed Buildings.

Additional Coverage - Debris Removal

1. Subject to Paragraphs 3. and 4. below, we will pay your expense to remove debris of Foreclosed Buildings caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
2. Debris Removal does not apply to costs to:
 - a. Extract "pollutants or contaminants" from land or water; or
 - b. Remove, restore or replace polluted or contaminated land or water.
3. Subject to the exceptions in Paragraph 4., the following provisions apply:
 - a. The most we will pay for the total of direct physical loss or direct physical damage plus debris removal expense is the applicable Limit of Insurance applicable to the Foreclosed Building that has sustained loss or damage.
 - b. Subject to 3.a. above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

the amount that we pay for direct physical loss or damage to the Foreclosed Building that has sustained loss or damage.

4. We will pay up to an additional amount of \$5,000 for debris removal expense, for each Foreclosed Building, in any one occurrence of physical loss or damage to Foreclosed Building, if one or both of the following circumstances apply:

- a. The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Foreclosed Building that has sustained loss or damage.
- b. The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Foreclosed Building that has sustained loss or damage.

Therefore, if **4.a.** and/or **4.b.** apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the applicable Limit of Insurance on the Foreclosed Building that has sustained loss or damage, plus \$5,000.

C. COVERED CAUSES OF LOSS

The PROPERTY CHOICE COVERED CAUSES OF LOSS AND EXCLUSIONS FORM does not apply to Foreclosed Buildings. Foreclosed Buildings are only covered for loss or damage caused by or resulting from:

1. **Fire.**
2. **Lightning.**
3. **Explosion**, including the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass. This cause of loss does not include loss or damage by:
 - a. Rupture, bursting or operation of pressure relief devices; or
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water.
4. **Windstorm or Hail**, but not including:
 - a. Frost or cold weather;
 - b. Ice (other than hail), snow or sleet, whether driven by wind or not; or
 - c. Loss or damage to the interior of any building or structure, or the property inside the building or structure, caused by

rain, snow, sand or dust, whether driven by wind or not, unless the building or structure first sustains wind or hail damage to its roof or walls through which the rain, snow, sand or dust enters.

5. **Smoke** causing sudden and accidental loss or damage. This cause of loss does not include smoke from agricultural smudging or industrial operations.
6. **Aircraft or Vehicles**, meaning only physical contact of an aircraft, a spacecraft, a self-propelled missile, a vehicle or an object thrown up by a vehicle. This cause of loss includes loss or damage by objects falling from aircraft.
7. **Riot or Civil Commotion**, including:
 - a. Acts of striking employees while occupying the Foreclosed Building; and
 - b. Looting occurring at the time and place of a riot or civil commotion.
8. **Vandalism**, meaning willful and malicious damage to, or destruction of, the foreclosed building.

We will not pay for loss or damage:

- a. To glass that is part of a building, structure, or an outside sign, but we will pay for loss or damage to other property caused by or resulting from breakage of glass by vandals.
- b. Caused by or resulting from theft, except for building damage caused by the breaking in or exiting of burglars.
9. **Sprinkler Leakage**, meaning leakage or discharge of any substance from an Automatic Sprinkler System, including collapse of a tank that is part of the system.

If the building or structure containing the Automatic Sprinkler System is a Covered Foreclosed Building, we will also pay the cost to:

- a. Repair or replace damaged parts of the Automatic Sprinkler System if the damage:
 - (1) Results in sprinkler leakage; or
 - (2) Is directly caused by freezing. Provided that you do your best to maintain heat in the Foreclosed Building.
- b. Tear out and replace any part of the building or structure to repair damage to the Automatic Sprinkler System that has resulted in sprinkler leakage.

Automatic Sprinkler System means:

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

- (a) Sprinklers and discharge nozzles;
 - (b) Ducts, pipes, valves and fittings;
 - (c) Tanks, their component parts and supports; and
 - (d) Pumps and private fire protection mains.
- (2) When supplied from an automatic fire protective system:
- (a) Non-automatic fire protective systems; and
 - (b) Hydrants, standpipes and outlets.
- 10. Sinkhole Collapse**, meaning loss or damage caused by the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
- a. The cost of filling sinkholes; or
 - b. Sinking or collapse of land into man-made underground cavities.

11. Falling Objects.

But we will not pay for loss or damage to the interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

12. Weight of Snow, Ice or Sleet.

But we will not pay for loss or damage to:

- a. Gutters and downspouts; or
- b. Personal property outside of buildings or structures.

13. Water Damage.

- a. Water Damage, meaning accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance containing water or steam.

However, Water Damage does not include:

- (1) Discharge or leakage from:
 - (a) An Automatic Sprinkler System; or
 - (b) A sump or related equipment and parts, including overflow due to sump pump failure or excessive volume of water;
- (2) The cost to repair any defect that caused the loss or damage;
- (3) Loss or damage caused by or resulting from continuous or repeated seepage or leakage that occurs over a period of 14 days or more; or

- (4) Loss or damage caused by or resulting from freezing, unless:

- (a) You do your best to maintain heat in the building or structure; or
- (b) You drain the equipment and shut off the water supply if the heat is not maintained.

- b. If coverage applies subject to a. above, and the building or structure containing the system or appliance is a Covered Foreclosed Building, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or steam escapes. But we will not pay the cost to repair any defect that caused the loss or damage.

D. LIMITS OF INSURANCE

The most we will pay in any one occurrence to any one Foreclosed Building is your Foreclosed Building Financial Interest as defined in item F. Valuation of this endorsement and as shown in the above SCHEDULE or as reported to us in the REPORTING PROVISIONS of this endorsement.

E. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the applicable deductible stated in the above SCHEDULE. We will then pay the amount of loss or damage in excess of the applicable deductible, up to the applicable Limit of Insurance.

F. VALUATION

This is the only valuation that applies to Foreclosed Buildings:

Subject to the applicable Limit of Insurance, Foreclosed Buildings will be valued at the lesser of:

- 1. The full cost to repair or replace the damaged Foreclosed Building at the time and place of loss; or
- 2. Your Foreclosed Building Financial Interest. Foreclosed Building Financial Interest means:
 - a. The unpaid principle balance on the mortgage or loan, adjusted to the appraised market value of the Foreclosed Building following:
 - (1) The perfection of your right to possess the Foreclosed Building; or
 - (2) Your receipt of the deed or title to the Foreclosed Building; plus

- b. The expenses you incurred in perfecting your right to possess the Foreclosed Building; plus

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- c. The cost of structural repairs or renovations you made to the Foreclosed Building; plus
- d. Expenses you incurred to secure the Foreclosed Building against trespass or malicious mischief;

minus the market value, following the loss or damage to the Foreclosed Building of any land which was subject to the same mortgage as was the Foreclosed Building.

G. REPORTING PROVISIONS - REPORTS OF FORECLOSED BUILDINGS

- 1. You must file a report with us following each reporting period of sixty days after policy inception and at expiration, in accordance with **2.** or **3.** below, showing the values of Foreclosed Buildings separately at each address. Each report must show the values that existed on the dates required by the reporting period. These dates are the report dates.

- 2. You must file the first report with us within 15 days of the end of the first reporting period and file each subsequent report with us within 10 days of the end of each subsequent reporting period and at expiration.
- 3. You may not correct inaccurate reports after loss or damage.

FORECLOSED BUILDING COVERAGE FORM**POLICY NUMBER:** 22 UUN ZI6321

SCHEDULE

TYPE OF PROPERTY	LIMIT OF INSURANCE	DEDUCTIBLE
1-4 FAMILY DWELLINGS:		
PREMISES 5		
ADDRESS: 221 WICKERBERRY DR MIDDLETOWN, DE 19709 NEW CASTLE COUNTY	\$ 350,000	\$ 2,500
PREMISES 12		
ADDRESS: 222 E CRAIL CT MIDDLETOWN, DE 19709 NEW CASTLE COUNTY	\$ 400,000	\$ 2,500
PREMISES 13		
ADDRESS: 220 E CRAIL CT MIDDLETOWN, DE 19709 NEW CASTLE COUNTY	\$ 400,000	\$ 2,500
PREMISES 19		
ADDRESS: 1308 FERET RD TOWNSEND, DE 19734 NEW CASTLE COUNTY	\$ 400,000	\$ 2,500
PREMISES 23		
ADDRESS: 60 SAGITTARIUS WAY CAMDEN WYOMING, DE 19934 KENT COUNTY	\$ 300,000	\$ 2,500
PREMISES 24		
ADDRESS: 125 FELLOWSHIP DR CAMDEN WYOMING, DE 19934 KENT COUNTY	\$ 300,000	\$ 2,500
PREMISES 25		
ADDRESS: 126 FELLOWSHIP DR CAMDEN WYOMING, DE 19934 KENT COUNTY	\$ 300,000	\$ 2,500

FORECLOSED BUILDING COVERAGE FORM**POLICY NUMBER:** 22 UUN ZI6321

SCHEDULE

TYPE OF PROPERTY	LIMIT OF INSURANCE	DEDUCTIBLE
PREMISES 26		
ADDRESS: 34775 MUTE SWAN LN REHOBOTH BEACH, DE 19971 SUSSEX COUNTY	\$ 300,000	\$ 2,500
PREMISES 27		
ADDRESS: 34820 MUTE SWAN LN REHOBOTH BEACH, DE 19971 SUSSEX COUNTY	\$ 300,000	\$ 2,500
ALL OTHER COMMERCIAL BUILDING - OPERATING:		
PREMISES 6		
ADDRESS: 446 TOFTRESS DR MIDDLETOWN, DE 19709 NEW CASTLE COUNTY	\$ 160,000	\$ 2,500
PREMISES 7		
ADDRESS: 444 TOFTRESS DR MIDDLETOWN, DE 19709 NEW CASTLE COUNTY	\$ 160,000	\$ 2,500
PREMISES 8		
ADDRESS: 442 TOFTRESS DR MIDDLETOWN, DE 19709 NEW CASTLE COUNTY	\$ 160,000	\$ 2,500
PREMISES 9		
ADDRESS: 400 TOFTRESS DR MIDDLETOWN, DE 19709 NEW CASTLE COUNTY	\$ 160,000	\$ 2,500
PREMISES 10		
ADDRESS: 325 S PARKWAY DR MIDDLETOWN, DE 19709 NEW CASTLE COUNTY	\$ 160,000	\$ 2,500

FORECLOSED BUILDING COVERAGE FORM**POLICY NUMBER:** 22 UUN ZI6321

SCHEDULE

TYPE OF PROPERTY	LIMIT OF INSURANCE	DEDUCTIBLE
PREMISES 11		
ADDRESS: 317 S PARKWAY DR MIDDLETOWN, DE 19709 NEW CASTLE COUNTY	\$ 160,000	\$ 2,500
PREMISES 14		
ADDRESS: 944 LANSLOWNE RD MIDDLETOWN, DE 19709 NEW CASTLE COUNTY	\$ 160,000	\$ 2,500
PREMISES 15		
ADDRESS: 942 LANSLOWNE RD MIDDLETOWN, DE 19709 NEW CASTLE COUNTY	\$ 160,000	\$ 2,500
PREMISES 16		
ADDRESS: 938 LANSLOWNE RD MIDDLETOWN, DE 19709 NEW CASTLE COUNTY	\$ 160,000	\$ 2,500
PREMISES 17		
ADDRESS: 1016 SHERBOURNE RD MIDDLETOWN, DE 19709 NEW CASTLE COUNTY	\$ 160,000	\$ 2,500
PREMISES 18		
ADDRESS: 1042 SHERBOURNE RD MIDDLETOWN, DE 19709 NEW CASTLE COUNTY	\$ 160,000	\$ 2,500
PREMISES 20		
ADDRESS: 227 TIDBURY XING CAMDEN WYOMING, DE 19934 KENT COUNTY	\$ 150,000	\$ 2,500

FORECLOSED BUILDING COVERAGE FORM

POLICY NUMBER: 22 UUN ZI6321

SCHEDULE

TYPE OF PROPERTY	LIMIT OF INSURANCE	DEDUCTIBLE
PREMISES 21		
ADDRESS: 170 TIDBURY XING CAMDEN WYOMING, DE 19934 KENT COUNTY	\$ 150,000	\$ 2,500
PREMISES 22		
ADDRESS: 186 TIDBURY XING CAMDEN WYOMING, DE 19934 KENT COUNTY	\$ 150,000	\$ 2,500

**COMMERCIAL AUTOMOBILE
COVERAGE PART - DECLARATIONS
BUSINESS AUTO COVERAGE FORM**



POLICY NUMBER: 22 UUN ZI6321

This COMMERCIAL AUTOMOBILE COVERAGE PART consists of:

- A. This Declarations Form;
- B. Business Auto Coverage Form; and
- C. Any Endorsements issued to be a part of this Coverage Form and listed below.

ITEM ONE - NAMED INSURED AND ADDRESS

The Named Insured is stated on the Common Policy Declarations.

ADVANCE PREMIUM: \$ 246.00

AUDIT PERIOD:

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Declarations" or the "Common Policy Declarations."

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Coverage Part:

HA00040302	CA00010310	CA01770412	CA02550412	HA00241290
HA99081290	HA99160312			

Form HA 00 25 02 04

**COMMERCIAL AUTOMOBILE
COVERAGE PART - DECLARATIONS
BUSINESS AUTO COVERAGE FORM (Continued)**

POLICY NUMBER: 22 UUN ZI6321

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the advance premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

Coverages	Covered Autos	Limit The Most We Will Pay for Any One Accident or Loss	Advance Premium
LIABILITY	08,09	\$ 1,000,000	\$ 246.00
PERSONAL INJURY PROTECTION (or equivalent No-Fault coverage)		Separately stated in each Personal Injury Protection Endorsement.	
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-Fault coverage)		Separately stated in each Added Personal Injury Protection Endorsement.	
OPTIONAL BASIC ECONOMIC LOSS (New York only)		\$25,000 each eligible injured person.	
PROPERTY PROTECTION INSURANCE (Michigan only)		Separately stated in the Property Protection Insurance Endorsement.	
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)		Separately stated in the Medical Expense and Income Loss Benefits Endorsement.	
AUTO MEDICAL PAYMENTS		\$ or the limit separately stated for each "auto" in ITEM THREE.	
UNINSURED MOTORISTS		\$	
UNDERINSURED MOTORISTS (When not included in Uninsured Motorist Coverage)		\$	

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

**COMMERCIAL AUTOMOBILE
COVERAGE PART - DECLARATIONS
BUSINESS AUTO COVERAGE FORM (Continued)**

POLICY NUMBER: 22 UUN ZI6321

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS (Continued)

Coverages	Covered Autos	Limit The Most We Will Pay for Any One Accident or Loss	Advance Premium
PHYSICAL DAMAGE		See ITEM FOUR for hired or borrowed "autos".	
COMPREHENSIVE COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus any deductible shown in ITEM THREE for each covered "auto".	
SPECIFIED CAUSES OF LOSS COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus \$ deductible for each covered "auto" for "loss" caused by mischief or vandalism.	
COLLISION COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus any deductible shown in ITEM THREE for each covered "auto".	
TOWING AND LABOR		\$ or the amount separately stated for each "auto" in ITEM THREE, whichever is greater, for each disablement.	

Endorsement Premium

(Not included above)

TOTAL ADVANCE PREMIUM:

\$ 246.00

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

**COMMERCIAL AUTOMOBILE
COVERAGE PART - DECLARATIONS
BUSINESS AUTO COVERAGE FORM (Continued)**

POLICY NUMBER: 22 UUN ZI6321

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

Applicable only if "Schedule of Covered Autos You Own" is issued to form a part of this Coverage Form.
FORM HA0012 NOT ATTACHED

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED AUTO COVERAGE AND PREMIUMS

LIABILITY COVERAGE

RATING BASIS IS COST OF HIRE. **Cost of hire** means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

State	Estimated Cost of Hire	Rate Per Each \$100 Cost of Hire	Advance Premium
	IF ANY	2.099	\$ 119.00 MP

TOTAL ADVANCE PREMIUM: \$ 119.00 MP

ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY

Named Insured's Business	Rating Basis	Number	Advance Premium
Other than a Social Service Agency	Number of Employees Number of Partners	25	\$ 127.00
Social Service Agency	Number of Employees Number of Volunteers		

TOTAL ADVANCE PREMIUM: \$ 127.00 MP



COMMERCIAL GENERAL LIABILITY COVERAGE PART - DECLARATIONS

POLICY NUMBER: 22 UUN ZI6321

This COMMERCIAL GENERAL LIABILITY COVERAGE PART consists of:

- A. This Declarations;
- B. Commercial General Liability Schedule;
- C. Commercial General Liability Coverage Form; and
- D. Any Endorsements issued to be a part of this Coverage Part and listed below.

LIMITS OF INSURANCE

The Limits of Insurance, subject to all the terms of this Policy that apply, are:

Each Occurrence Limit	\$1,000,000
Damage to Premises Rented to You Limit - Any One Premises	\$300,000
Medical Expense Limit - Any One Person	\$10,000
Personal and Advertising Injury Limit	\$1,000,000
General Aggregate Limit, (other than Products-Completed Operations)	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000

ADVANCE PREMIUM: \$18,582.00

AUDIT PERIOD:

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Declarations" or the "Common Policy Declarations."

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Coverage Part:

HC70010605	CG20041185	CG21490999	CG21520798	CG22330798
CG22430798	HC00971210	HC21100608	HC21110798	HC21200189
HC21231001	HC22040608	HC22050786	HC22081001	HC22230798
HC22401210	HC23700312	HG00010605	HG00681210	HG21020204
HG22040803	HC21370393	HC21900608	HC21931203	HC22030891
HG22030605	HC12101185T			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - FINANCIAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** and **Section I - Coverage B - Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" resulting from the rendering of or the failure to render financial services by any insured to others. For the purpose of this exclusion, financial services include but are not limited to:

1. Planning, administering or advising on:

a. Any:

- (1)** Investment;
- (2)** Pension;
- (3)** Annuity;
- (4)** Savings;
- (5)** Checking; or
- (6)** Individual retirement plan, fund or account;

b. The issuance or withdrawal of any bond, debenture, stock or other securities;

c. The trading of securities, commodities or currencies; or

d. Any acquisitions or mergers;

- 2.** Acting as a dividend disbursing agent, exchange agent, redemption or subscription agent, warrant or scrip agent, fiscal or paying agent, tax withholding agent, escrow agent, clearing agent, or electronic funds transfer agent;
- 3.** Lending, or arranging for the lending of, money, including credit card, debit card, leasing or mortgage operations or activities or interbank transfers;
- 4.** Repossessing of real or personal property from a borrower or acting as an assignee for the benefit of creditors;
- 5.** Checking or reporting of credit;
- 6.** Maintaining of financial accounts or records;
- 7.** Tax planning, tax advising or the preparation of tax returns; or
- 8.** Selling or issuing travelers checks, letters of credit, certified checks, bank checks or money orders.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

**EMPLOYEE BENEFITS LIABILITY
COVERAGE PART - DECLARATIONS (CLAIMS MADE)**



POLICY NUMBER: 22 UUN ZI6321

This EMPLOYEE BENEFITS LIABILITY COVERAGE PART (CLAIMS MADE) consists of:

- A. This Declarations;
- B. Commercial General Liability Schedule;
- C. Employee Benefits Liability Coverage Form; and
- D. Any Endorsements issued to be a part of this Coverage Part and listed below.

Retroactive Date: 10/03/12 . If no date is entered, the Retroactive Date is the Inception Date of the Policy Period stated in the Common Policy Declarations.

LIMITS OF INSURANCE

The Limits of Insurance, subject to all the terms of this Policy that apply, are:

Each Claim	\$1,000,000
Aggregate	\$2,000,000

ADVANCE PREMIUM: \$146.00

AUDIT PERIOD:

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Declarations" or the "Common Policy Declarations."

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Coverage Part:

HC23700312 HC70110286 HC00210799 HC12101185T

COMMERCIAL GENERAL LIABILITY SCHEDULE**POLICY NUMBER:** 22 UUN ZI6321

Entries herein, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.

RATING CLASSIFICATIONS

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO: 001/001 TERR: 001
LOCATION: 1050 INDUSTRIAL RD
MIDDLETOWN
DE. 19709

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 47051
REAL ESTATE DEVELOPMENT PROPERTY - INCLUDING PRODUCTS AND/OR COMPLETED
OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT TO THE
GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: ACRES PER 1

EXPOSURE: 207

RATE: 28.5600

ADVANCE PREMIUM: 5,971.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO: 001/001 TERR: 001
LOCATION: 1050 INDUSTRIAL RD
MIDDLETOWN
DE. 19709

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 49451
VACANT LAND - OTHER THAN NOT-FOR-PROFIT - INCLUDING PRODUCTS AND/OR
COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT TO
THE GENERAL AGGREGATE LIMIT

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)**POLICY NUMBER:** 22 UUN ZI6321

PREMIUM AND RATING BASIS: ACRES PER 1
 EXPOSURE: 1,285
 RATE: 5.1000
 ADVANCE PREMIUM: 6,619.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE
 REFER TO: COMMERCIAL GENERAL LIABILITY
 COVERAGE PART (FORM HC 00 10)
 PRMS/BLDG. NO: 001/001 TERR: 001
 LOCATION: 1050 INDUSTRIAL RD
 MIDDLETOWN
 DE. 19709

CLASSIFICATION CODE NUMBER
 AND DESCRIPTION: 61212
 BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING
 (LESSOR'S RISK ONLY) - OTHER THAN NOT-FOR-PROFIT - INCLUDING PRODUCTS
 AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE
 SUBJECT TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: AREA PER 1,000
 EXPOSURE: 21,000
 RATE: 95.2190
 ADVANCE PREMIUM: 2,020.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE
 REFER TO: COMMERCIAL GENERAL LIABILITY
 COVERAGE PART (FORM HC 00 10)
 PRMS/BLDG. NO: 001/001 TERR: 001
 LOCATION: 1050 INDUSTRIAL RD
 MIDDLETOWN
 DE. 19709

CLASSIFICATION CODE NUMBER
 AND DESCRIPTION: 61224
 BUILDINGS OR PREMISES - BANK OR OFFICE - PREMISES PRIMARILY OCCUPIED BY

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)**POLICY NUMBER:** 22 UUN ZI6321

EMPLOYEES OF THE INSURED - OTHER THAN NOT-FOR-PROFIT - INCLUDING PRODUCTS
AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE
SUBJECT TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: AREA PER 1,000
EXPOSURE: 500
RATE: 157.1240
ADVANCE PREMIUM: 79.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG. NO: 002/001 TERR: 001
LOCATION: 1060 INDUSTRIAL RD
MIDDLETOWN
DE. 19709

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 61212
BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING
(LESSOR'S RISK ONLY) - OTHER THAN NOT-FOR-PROFIT - INCLUDING PRODUCTS
AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE
SUBJECT TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: AREA PER 1,000
EXPOSURE: 3,000
RATE: 95.2190
ADVANCE PREMIUM: 289.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG. NO: 003/001 TERR: 001
LOCATION: 1060 INDUSTRIAL RD
MIDDLETOWN
DE. 19709

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)**POLICY NUMBER:** 22 UUN ZI6321

CLASSIFICATION CODE NUMBER

AND DESCRIPTION: 61212

BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING
 (LESSOR'S RISK ONLY) - OTHER THAN NOT-FOR-PROFIT - INCLUDING PRODUCTS
 AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE
 SUBJECT TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: AREA PER 1,000

EXPOSURE: 3,000

RATE: 95.2190

ADVANCE PREMIUM: 289.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
 COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO: 004/001 TERR: 001
 LOCATION: 1070 INDUSTRIAL RD
 MIDDLETOWN
 DE. 19709

CLASSIFICATION CODE NUMBER

AND DESCRIPTION: 61212

BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING
 (LESSOR'S RISK ONLY) - OTHER THAN NOT-FOR-PROFIT - INCLUDING PRODUCTS
 AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE
 SUBJECT TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: AREA PER 1,000

EXPOSURE: 11,000

RATE: 95.2190

ADVANCE PREMIUM: 1,058.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
 COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO: 005/001 TERR: 001
 LOCATION: 221 WICKERBERRY DR
 MIDDLETOWN
 DE. 19709

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)**POLICY NUMBER:** 22 UUN ZI6321

CLASSIFICATION CODE NUMBER

AND DESCRIPTION: 63010

DWELLINGS - ONE-FAMILY (LESSOR'S RISK ONLY) - INCLUDING PRODUCTS AND/OR
 COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT
 TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: DWELLINGS PER 1

EXPOSURE: 1

RATE: 143.4830

ADVANCE PREMIUM: 145.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
 COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO: 006/001 TERR: 001

LOCATION: 446 TOFTRESS DR
 MIDDLETOWN
 DE. 19709

CLASSIFICATION CODE NUMBER

AND DESCRIPTION: 62003

CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) - INCLUDING PRODUCTS
 AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE
 SUBJECT TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: UNITS PER 1

EXPOSURE: 1

RATE: 67.1320

ADVANCE PREMIUM: 68.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
 COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO: 007/001 TERR: 001

LOCATION: 444 TOFTRESS DR
 MIDDLETOWN
 DE. 19709

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)**POLICY NUMBER:** 22 UUN ZI6321

CLASSIFICATION CODE NUMBER

AND DESCRIPTION: 62003

CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) - INCLUDING PRODUCTS
AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE
SUBJECT TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: UNITS PER 1

EXPOSURE: 1

RATE: 67.1320

ADVANCE PREMIUM: 68.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO: 008/001 TERR: 001
LOCATION: 442 TOFTRESS DR
MIDDLETOWN
DE. 19709

CLASSIFICATION CODE NUMBER

AND DESCRIPTION: 62003

CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) - INCLUDING PRODUCTS
AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE
SUBJECT TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: UNITS PER 1

EXPOSURE: 1

RATE: 67.1320

ADVANCE PREMIUM: 68.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO: 009/001 TERR: 001
LOCATION: 400 TOFTRESS DR
MIDDLETOWN
DE. 19709

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)**POLICY NUMBER:** 22 UUN ZI6321

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 62003
CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) - INCLUDING PRODUCTS
AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE
SUBJECT TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: UNITS PER 1
EXPOSURE: 1
RATE: 67.1320
ADVANCE PREMIUM: 68.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG. NO: 010/001 TERR: 001
LOCATION: 325 S PARKWAY DR
MIDDLETOWN
DE. 19709

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 62003
CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) - INCLUDING PRODUCTS
AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE
SUBJECT TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: UNITS PER 1
EXPOSURE: 1
RATE: 67.1320
ADVANCE PREMIUM: 68.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG. NO: 011/001 TERR: 001
LOCATION: 317 S PARKWAY DR
MIDDLETOWN
DE. 19709

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)**POLICY NUMBER:** 22 UUN ZI6321

CLASSIFICATION CODE NUMBER

AND DESCRIPTION: 62003

CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) - INCLUDING PRODUCTS
AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE
SUBJECT TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: UNITS PER 1

EXPOSURE: 1

RATE: 67.1320

ADVANCE PREMIUM: 68.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO: 012/001 TERR: 001
LOCATION: 222 E CRAIL CT
MIDDLETOWN
DE. 19709

CLASSIFICATION CODE NUMBER

AND DESCRIPTION: 63010

DWELLINGS - ONE-FAMILY (LESSOR'S RISK ONLY) - INCLUDING PRODUCTS AND/OR
COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT
TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: DWELLINGS PER 1

EXPOSURE: 1

RATE: 143.4830

ADVANCE PREMIUM: 145.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO: 013/001 TERR: 001
LOCATION: 220 E CRAIL CT
MIDDLETOWN
DE. 19709

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)**POLICY NUMBER:** 22 UUN ZI6321

CLASSIFICATION CODE NUMBER

AND DESCRIPTION: 63010

DWELLINGS - ONE-FAMILY (LESSOR'S RISK ONLY) - INCLUDING PRODUCTS AND/OR
 COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT
 TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: DWELLINGS PER 1

EXPOSURE: 1

RATE: 143.4830

ADVANCE PREMIUM: 145.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
 COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO: 014/001 TERR: 001
 LOCATION: 944 LANSLOWNE RD
 MIDDLETOWN
 DE. 19709

CLASSIFICATION CODE NUMBER

AND DESCRIPTION: 62003

CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) - INCLUDING PRODUCTS
 AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE
 SUBJECT TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: UNITS PER 1

EXPOSURE: 1

RATE: 67.1320

ADVANCE PREMIUM: 68.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
 COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO: 015/001 TERR: 001
 LOCATION: 942 LANSLOWNE RD
 MIDDLETOWN
 DE. 19709

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)**POLICY NUMBER:** 22 UUN ZI6321

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 62003
CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) - INCLUDING PRODUCTS
AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE
SUBJECT TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: UNITS PER 1
EXPOSURE: 1
RATE: 67.1320
ADVANCE PREMIUM: 68.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG. NO: 016/001 TERR: 001
LOCATION: 938 LANSLOWNE RD
MIDDLETOWN
DE. 19709

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 62003
CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) - INCLUDING PRODUCTS
AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE
SUBJECT TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: UNITS PER 1
EXPOSURE: 1
RATE: 67.1320
ADVANCE PREMIUM: 68.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG. NO: 017/001 TERR: 001
LOCATION: 1016 SHERBOURNE RD
MIDDLETOWN
DE. 19709

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)**POLICY NUMBER:** 22 UUN ZI6321

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 62003
CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) - INCLUDING PRODUCTS
AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE
SUBJECT TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: UNITS PER 1
EXPOSURE: 1
RATE: 67.1320
ADVANCE PREMIUM: 68.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG. NO: 018/001 TERR: 001
LOCATION: 1042 SHERBOURNE RD
MIDDLETOWN
DE. 19709

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 62003
CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) - INCLUDING PRODUCTS
AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE
SUBJECT TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: UNITS PER 1
EXPOSURE: 1
RATE: 67.1320
ADVANCE PREMIUM: 68.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG. NO: 019/001 TERR: 001
LOCATION: 1308 FERET RD
TOWNSEND
DE. 19734

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)**POLICY NUMBER:** 22 UUN ZI6321

CLASSIFICATION CODE NUMBER

AND DESCRIPTION: 63010

DWELLINGS - ONE-FAMILY (LESSOR'S RISK ONLY) - INCLUDING PRODUCTS AND/OR
 COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT
 TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: DWELLINGS PER 1

EXPOSURE: 1

RATE: 143.4830

ADVANCE PREMIUM: 145.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
 COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO: 020/001 TERR: 001
 LOCATION: 227 TIDBURY XING
 CAMDEN WYOMING
 DE. 19934

CLASSIFICATION CODE NUMBER

AND DESCRIPTION: 62003

CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) - INCLUDING PRODUCTS
 AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE
 SUBJECT TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: UNITS PER 1

EXPOSURE: 1

RATE: 67.1320

ADVANCE PREMIUM: 68.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
 COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO: 021/001 TERR: 001
 LOCATION: 170 TIDBURY XING
 CAMDEN WYOMING
 DE. 19934

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)**POLICY NUMBER:** 22 UUN ZI6321

CLASSIFICATION CODE NUMBER

AND DESCRIPTION: 62003

CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) - INCLUDING PRODUCTS
AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE
SUBJECT TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: UNITS PER 1

EXPOSURE: 1

RATE: 67.1320

ADVANCE PREMIUM: 68.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO: 022/001 TERR: 001
LOCATION: 186 TIDBURY XING
CAMDEN WYOMING
DE. 19934

CLASSIFICATION CODE NUMBER

AND DESCRIPTION: 62003

CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) - INCLUDING PRODUCTS
AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE
SUBJECT TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: UNITS PER 1

EXPOSURE: 1

RATE: 67.1320

ADVANCE PREMIUM: 68.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO: 023/001 TERR: 001
LOCATION: 60 SAGITTARIUS WAY
CAMDEN WYOMING
DE. 19934

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)**POLICY NUMBER:** 22 UUN ZI6321

CLASSIFICATION CODE NUMBER

AND DESCRIPTION: 63010

DWELLINGS - ONE-FAMILY (LESSOR'S RISK ONLY) - INCLUDING PRODUCTS AND/OR
 COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT
 TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: DWELLINGS PER 1

EXPOSURE: 1

RATE: 143.4830

ADVANCE PREMIUM: 145.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
 COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO: 024/001 TERR: 001
 LOCATION: 125 FELLOWSHIP DR
 CAMDEN WYOMING
 DE. 19934

CLASSIFICATION CODE NUMBER

AND DESCRIPTION: 63010

DWELLINGS - ONE-FAMILY (LESSOR'S RISK ONLY) - INCLUDING PRODUCTS AND/OR
 COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT
 TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: DWELLINGS PER 1

EXPOSURE: 1

RATE: 143.4830

ADVANCE PREMIUM: 145.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
 COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO: 025/001 TERR: 001
 LOCATION: 126 FELLOWSHIP DR
 CAMDEN WYOMING
 DE. 19934

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)**POLICY NUMBER:** 22 UUN ZI6321

CLASSIFICATION CODE NUMBER

AND DESCRIPTION: 63010

DWELLINGS - ONE-FAMILY (LESSOR'S RISK ONLY) - INCLUDING PRODUCTS AND/OR
 COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT
 TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: DWELLINGS PER 1

EXPOSURE: 1

RATE: 143.4830

ADVANCE PREMIUM: 145.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
 COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO: 026/001 TERR: 001
 LOCATION: 34775 MUTE SWAN LN
 REHOBOTH BEACH
 DE. 19971

CLASSIFICATION CODE NUMBER

AND DESCRIPTION: 63010

DWELLINGS - ONE-FAMILY (LESSOR'S RISK ONLY) - INCLUDING PRODUCTS AND/OR
 COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT
 TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: DWELLINGS PER 1

EXPOSURE: 1

RATE: 143.4830

ADVANCE PREMIUM: 145.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
 COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO: 027/001 TERR: 001
 LOCATION: 34820 MUTE SWAN LN
 REHOBOTH BEACH
 DE. 19971

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)**POLICY NUMBER:** 22 UUN ZI6321

CLASSIFICATION CODE NUMBER

AND DESCRIPTION: 63010

DWELLINGS - ONE-FAMILY (LESSOR'S RISK ONLY) - INCLUDING PRODUCTS AND/OR
 COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT
 TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: DWELLINGS PER 1

EXPOSURE: 1

RATE: 143.4830

ADVANCE PREMIUM: 145.00

DESCRIPTION OF HAZARDS: EMPLOYEE BENEFITS COVERAGE

REFER TO: EMPLOYEE BENEFITS LIABILITY
 COVERAGE PART (FORM HC 00 20)

CLASSIFICATION CODE NUMBER

AND DESCRIPTION: 30195

EMPLOYEE BENEFITS

PREMIUM AND RATING BASIS: EMPLOYEE PER 1

EXPOSURE: 25

RATE: 0.1970

ADVANCE PREMIUM: 146.00 MP

 TOTAL ADVANCE PREMIUM: 18,728.00



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY COVERAGE PRIVATE PASSENGER TYPE AUTOS

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM**

Section I

- A. The **BUSINESS AUTO COVERAGE FORM** is changed as follows:
For LIABILITY COVERAGE for "private passenger type autos", paragraph **a.** of the POLLUTION EXCLUSION applies only to liability assumed under a contract or agreement.
- B. The **TRUCKERS COVERAGE FORM** is changed as follows:
For LIABILITY COVERAGE for "private passenger type autos", paragraph **a.** of the POLLUTION EXCLUSION applies only to liability assumed under a contract or agreement.

- C. The **GARAGE COVERAGE FORM** is changed as follows:
For LIABILITY COVERAGE for "private passenger type autos", paragraph **a.** of the POLLUTION EXCLUSION APPLICABLE TO "GARAGE OPERATIONS" - COVERED "AUTOS" applies only to liability assumed under a contract or agreement.

Section II

The following is added to the DEFINITIONS Section:

"Private passenger type auto" means a private passenger or station wagon type "auto" and includes an "auto" of the pick-up or van type if not used for business purposes. If you are an individual, business purposes does not include farming or ranching.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

COMMERCIAL GENERAL LIABILITY



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE LEAD EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
FARM LIABILITY COVERAGE

This insurance does not apply to any damages, judgments, settlements, loss, costs or expenses that:

- a. May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to person or property which arises out of or would not have occurred in whole or in part but for the lead hazard; or
- b. Arise out of any request, demand or order to:
 1. Identify, abate, test for, sample, monitor, clean up, remove, cover, contain, treat, detoxify, decontaminate, neutralize or mitigate or in any way respond to or assess the effects of the lead hazard; or
 2. As a result of such effects, repair, replace or improve any property.

- c. Arise out of any claim or any "suit" for damages because of:

1. Identification of, abatement of, testing for, sampling, monitoring, cleaning up, removing, covering, containing, treating, detoxifying, decontaminating, neutralizing or mitigating or in any way responding to or assessing the effects of the lead hazard; or
2. As a result of such effects, repairing, replacing or improving any property.

As used in this exclusion, lead hazard means an exposure or threat of exposure to the actual or alleged properties of lead and includes the mere presence or suspected presence of lead in any form or combination.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - AIRCRAFT PRODUCTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury" or "property damage" included in the "products completed operation hazard" and arising out of:

1. "Aircraft products;"
2. Reliance upon any representation or warranty made with respect thereto;
3. To any liability arising out of the "grounding" of any "aircraft;" or
4. Liability assumed by you under any contract or agreement if such liability arises out of "aircraft products:"
 - a. Designed;
 - b. Manufactured;
 - c. Sold;
 - d. Handled; or
 - e. Distributed;

By you or by others trading under your name.

"Aircraft" includes but is not limited to:

1. Heavier-than-air flying vehicles;

2. Lighter-than-air flying vehicles;
3. Helicopters;
4. Gliders;
5. Missiles; or
6. Spacecraft.

"Aircraft Products" means:

1. "Aircraft;" or
2. Any other goods or products, other than real property, manufactured, sold, handled or distributed, or services produced or recommended by:

a. You; or

b. Others trading under your name;

when used in the manufacture, repair, operation, maintenance or use of any "aircraft."

"Grounding" means:

1. The withdrawal of one or more "aircraft" from flight operations; or
2. The imposition of speed, passenger or load restrictions on "aircraft."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

Professional services include:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - TESTING OR CONSULTING ERRORS AND OMISSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. An error, omission, defect or deficiency in:
 - a. Any test performed; or
 - b. An evaluation, a consultation or advice given, by or on behalf of any insured;
2. The reporting of or reliance upon any such test, evaluation, consultation or advice; or
3. An error, omission, defect or deficiency in experimental data or the insured's interpretation of that data.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.



EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

COVERAGE EB PROVIDES CLAIMS MADE COVERAGE. PLEASE READ THE ENTIRE FORM CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words, "you" and "your" refer to the Named Insured shown in the Declarations. The words "we" "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning.

Refer to SECTION VI - DEFINITIONS.

SECTION I - COVERAGE EB

1. INSURING AGREEMENT.

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of "employee benefits injury" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGE EB**. This insurance does not apply to "employee benefits injury" which occurred before the Retroactive Date, if any, shown in the Declarations or which occurs after the policy period. The negligent act, error or omission must take place in the "coverage territory".

We will have the right and duty to defend any "claim" or "suit" seeking such "damages". But:

- (1) The amount we will pay for "damages" is limited as described in **SECTION III - LIMITS OF INSURANCE**;
- (2) We may, at our discretion, investigate any alleged act, error or omission and settle any

"claim" or "suit" that may result; and

- (3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage EB. This applies both to "claims" and "suits" pending at that time and to those filed thereafter.
- b. This insurance applies to an "employee benefits injury" only if:
 - (1) A "claim" for "damages" because of the "employee benefits injury" is first made against any insured during the policy period; and
 - (2) At the time you applied for this insurance you had no knowledge of any "claim" or "suit" or of any "employee benefits injury" which might reasonably be expected to result in a "claim" or "suit," except as you had reported to us in writing at the time you so applied.
- c. A "claim" by a person or organization seeking "damages" will be deemed to have been made when notice of such "claim" is received and recorded by an insured or by us, whichever comes first.
- d. All "claims" for "damages" because of "employee benefits injury" to the same person or organization will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. EXCLUSIONS

This insurance does not apply to:

- a. Any civil or criminal liability imposed on the insured, arising out of:
 - (1) Any failure by the insured to comply with

EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

any federal or state statutory or regulatory reporting requirement relating to an "employee benefits program;" or

- (2) The commission or omission by an insured of any activity in connection with the management of assets of the "employee benefits program" which is prohibited under any federal or state statute or regulation.

For the purposes of this exclusion, civil or criminal liability includes pre or post judgement costs or expenses.

- b. "Bodily injury," "property damage," "personal and advertising injury."
- c. Any dishonest, fraudulent, criminal or malicious act.
- d. The failure of any investment or saving program to perform as represented by an insured.
- e. An "employee benefits injury" that arises out of advice given by any insured to an "employee" whether to participate or not to participate in any "employee benefits program."
- f. The failure of any insured to:
 - (1) Perform any obligation;
 - (2) Fulfill any guarantee;
 with respect to:
 - (1) The payment of benefits under any "employee benefits program;" or
 - (2) The providing, handling or investing of funds relating to any of these.

3. SUPPLEMENTARY PAYMENTS - COVERAGE EB

We will pay, with respect to any "claim" or "suit" we defend:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit," including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs taxed against the insured in the "suit."
- e. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited

in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
2. Each of the following is also an insured:
 - a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
 - b. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - b. Coverage EB does not apply to "employee benefits injury" that occurred before you acquired or formed the organization.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made or "suits" brought; or
 - c. Person or organizations making "claims" or bringing "suit."
2. The Employee Benefits Liability Aggregate Limit is the most we will pay for all "damages" to which this insurance applies.
3. Subject to 2. above the Each Claim Limit is the most we will pay for all "damages" with respect to any one "claim".

The limits of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - EMPLOYEE BENEFITS LIABILITY CONDITIONS**1. Bankruptcy.**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in The Event of Employee Benefits Injury, Claim or Suit.

- a. You must see to it that we are notified as soon as practicable of an "employee benefits injury" which may result in a "claim". To the extent possible, notice should include:
 - (1) How, when and where the "employee benefits injury" took place; and
 - (2) The names and addresses of any injured persons and witnesses.

Notice of an "employee benefits injury" is not notice of a "claim".
- b. If a written "claim" is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the "claim" or "suit".

- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the "claim" or "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "employee benefits injury" to which this insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us.

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance.

If other valid and collectible insurance is available to the insured for a loss we cover, our obligations are limited as follows:

- a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then we will share with all that other insurance by the method described in c. below.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

EMPLOYEE BENEFITS LIABILITY COVERAGE FORM**b. Excess Insurance**

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, that is effective prior to the beginning of the policy period shown in the Declarations of this Coverage Part and applies to "damages" on other than a claims-made basis, if:

- (1) No retroactive date is shown in the Declarations of this Coverage Part; or
- (2) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this Coverage Part.

When this insurance is excess, we will have no duty to defend any "claim" or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit.

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period.

Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations.

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us.

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

SECTION V - EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is cancelled or not renewed; or
 - b. We renew or replace this Coverage Part with insurance that:

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

- (1) Has a Retroactive Date later than the date shown in the Declaration of this Coverage Part; or
 - (2) Does not apply to "employee benefits injury" on a claims-made basis.
2. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:
- a. One year for "claims" arising out of an "employee benefits injury" reported to us, not later than 60 days after the end of the policy period, in accordance with paragraph 2.a. of **SECTION IV - EMPLOYEE BENEFITS LIABILITY CONDITIONS**; or
 - b. Sixty days for all other "claims".

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

3. A Supplemental Extended Reporting Period of three years duration is available, but only by an endorsement and for an extra charge. This supplemental period starts:
- a. One year after the end of the policy period for "claims" arising out of an "occurrence" reported to us, not later than 60 days after the end of the policy period, in accordance with paragraph 2.a. of **SECTION IV - EMPLOYEE BENEFITS LIABILITY CONDITIONS**; or
 - b. Sixty days after the end of the policy period for all other "claims".

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amount of insurance;
- c. Limits of Insurance available under this Coverage Part for future payment of "damages," and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this Coverage Part.

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the

Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

4. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" for "employee benefits injury" that occur before the end of the policy period (but not before the Retroactive Date, if any, shown in the Declarations).

"Claims" for such injury which are first received and recorded during the Basic Extended Reporting Period (or during the Supplemental Extended Reporting Period, if it is in effect) will be deemed to have been made on the last day of the policy period.

Once in effect, Extended Reporting Periods may not be cancelled.

5. Extended Reporting Periods do not reinstate or increase the Limits of Insurance applicable to any "claim" to which this Coverage Part applies, except to the extent described in paragraph 6. of this Section.
6. If the Supplemental Extended Reporting Period is in effect, we will provide the separate aggregate limit of insurance described below, but only for "claims" first received and recorded during the Supplemental Extended Reporting Period.
- The separate aggregate limit of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period.
- Paragraph 2. of **SECTION III - LIMITS OF INSURANCE** will be amended accordingly.

SECTION VI - DEFINITIONS

As used in this coverage part:

1. "Administration" means:
 - a. Giving counsel to your employees or their dependents and beneficiaries, with respect to interpreting the scope of your "employee benefits program" or their eligibility to participate in such programs; and
 - b. Handling records in connection with "employee benefits program".
2. "Advertisement" means a dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or
- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include the design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products.

- 3. "Advertising idea" means any idea for an "advertisement".
- 4. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.
- 5. "Claim" means a written demand received by any insured for "damages" alleging "employee benefits injury", including the institution of a "suit" for such "damages" against any insured.
- 6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, provided the "employee benefits injury" does not occur in the course of travel or transportation to or from any place not included in **a.** above.
- 7. "Damages" include prejudgment interest awarded against the insured on that part of the judgment we pay. "Damages" do not include:
 - 1. Fines;
 - 2. Penalties; or
 - 3. Damages for which insurance is prohibited by the law applicable to the construction of this Coverage Part.
- 8. "Employee" includes a "leased worker" which is not covered under a labor leasing firm's "employee benefits program". "Employee" does not include a "temporary worker".
- 9. "Employee benefits injury" means injury that arises out of any negligent act, error or omission in the "administration" of your "employee benefits programs".
- 10. "Employee benefits program" means a formal program or programs of employee benefits maintained in connection with your business or operation, such as but not limited to:

- a. Group life insurance, group accident or health insurance, profit sharing plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such insurance or plans; and
- b. Unemployment insurance, social security benefits, workers' compensation and disability benefits.
- 11. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 12. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication of material that violates a person's right of privacy.
 - f. Copying, in your "advertisement", a person's or organization's "advertising ideas" or style of "advertisement" or
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".
- 15. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the occurrence that caused it.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

15. "Suit" means a civil proceeding in which damage because of "employee benefits injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
16. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. It is agreed that Exclusion **f.** is replaced by the following:

- f. (1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
 - (b)** At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c)** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible;
 - (d)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations;

- (e)** To the extent that any such "bodily injury" or "property damage" is included in the "products-completed operations hazard".

(2) Any loss, cost or expense arising out of any:

- (a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

B. The last paragraph of **Section I - Coverage A** (after the exclusions) is replaced by the following:

Exclusions **c.** through **e.**, and **g.** through **n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - EXPOSURES NOT CONTEMPLATED IN CLASSIFICATION (VACANT LAND)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

EXCLUSION SCHEDULE

- (a)** "real estate development property"
- (b)** vacant land used by persons other than the insured for business purposes
- (c)** hunting preserves.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any premises, hazards or operations shown in the Exclusion Schedule.

This Exclusion does not apply to any premises, hazards or operations specifically described as covered in a schedule forming a part of this Coverage Part.

"Real estate development property" means land in any stage of active development. Active development includes site preparation work as well as actual construction activities.



IH 99 47 01 12

DELAWARE NOTICE TO POLICYHOLDERS REGARDING THE CIVIL UNION AND EQUALITY ACT

Dear Policyholder:

This is to provide notice that, pursuant to the Delaware Insurance Department Domestic/Foreign Insurers Bulletin No. 46, this policy is in compliance with the Delaware Civil Union and Equality Act of 2011, 78 Del. Laws Ch. 22 (2011) (the "Act"). The Act, which becomes effective January 1, 2012, creates a form of legal union between two persons of the same sex who establish a civil union in accordance with the requirements of Delaware law.

The Act provides that parties to a civil union shall have all of the same rights, protections and benefits, and shall be subject to the same responsibilities, obligations and duties, under Delaware law as are granted to, enjoyed by, or imposed upon married spouses. The Act further provides that a party to a civil union shall be included in any definition or use of the terms "dependent", "family", "husband and wife", "immediate family", "next of kin", "spouse", "stepparent", "tenants by the entirety", and other terms, whether or not gender-specific, that denote a spousal relationship or a person in a spousal relationship, as those terms are used throughout Delaware law. For all purposes of Delaware laws that refer to marriage or marital status, other than Chapter 1 of Title 13 of the Delaware Code, parties to a civil union will be included in such reference.

In addition, the Act also automatically recognizes as civil unions, for all purposes of Delaware law, legal unions between two persons of the same sex, such as civil unions, marriages and domestic partnerships that are validly formed in jurisdictions other than Delaware and are substantially similar to Delaware civil unions.

The provisions of the Act apply for all purposes of Delaware law, whether derived from statutes, administrative rules or regulations, court rules, governmental policies, common law, court decisions, or any other provisions or sources of law, which includes the Insurance Code and all regulations and bulletins promulgated thereunder.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - SILICA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONDOMINIUM AND COOPERATIVE DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM
EDUCATORS LEGAL LIABILITY COVERAGE FORM
EMPLOYERS LIABILITY AND STOP GAP COVERAGE FORM
ERRORS AND OMISSIONS LIABILITY COVERAGE FORM
MANUFACTURERS' ERRORS AND OMISSIONS LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT OF
TRANSPORTATION

A. The following exclusion is added:

This insurance does not apply to:

Silica

Any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of, or relating to, in whole or in part, the "silica hazard".

B. The following is added to the **Definitions Section:**

"Silica hazard" means an exposure to, inhalation of or contact with, or threat of exposure to, inhalation of or contact with, the actual or alleged properties of silica or any silica containing materials and includes the mere presence of silica or any silica containing materials in any form.

Silica includes all forms of the compound silicon dioxide, including but not limited to quartz.



QUICK REFERENCE EMPLOYEE BENEFITS LIABILITY COVERAGE PART CLAIMS MADE

READ YOUR POLICY CAREFULLY

DECLARATIONS PAGES

Named Insured and Mailing Address
Policy Period
Description of Business and Location
Coverages and Limits of Insurance

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Inspections and Surveys
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ENDORSEMENTS

These form numbers are shown on the Coverage Part - Declarations Page or on the Common Policy Declarations Page.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION -- EXTERIOR INSULATION AND FINISH SYSTEM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

- A. This insurance does not apply to any type of injury, damages, judgments, settlements, loss, costs or expenses arising out of:
1. The application, construction, design, distribution, fabrication, installation, maintenance, manufacturing, service, inspection, repair or replacement of any "Exterior Insulation and Finish System;" or
 2. Any flashing caulking or sealants used with or affecting the "Exterior Insulation and Finish System."
- B. For the purposes of this endorsement, "Exterior Insulation and Finish System" (commonly referred to as EIFS, synthetic stucco or by any other name) means a multi-lamina exterior building siding system

composed of, but not limited to the following materials or components:

1. A rigid or semi-rigid insulation board made of expanded polystyrene or other materials applied by adhesive or mechanical fasteners directly to a building's exterior sheathing materials or to a weather-resistive barrier;
2. A reinforced base coat; and
3. A finish coat providing surface texture and color.

Such system may or may not have a component designed to channel water intrusion to the outside of the siding system.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ALL TERRAIN VEHICLES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This policy does not apply to "bodily injury" or "property damage" arising out of the ownership, operations, maintenance, use, entrustment to others, or loading or unloading of any "all terrain vehicle" ("ATV").

As used herein, "all terrain vehicle" ("ATV") means any self-propelled vehicle, other than a snowmobile, which is designed for operation primarily on off-highway competitions and only incidentally operated on public highways.



QUICK REFERENCE COMMERCIAL GENERAL LIABILITY COVERAGE PART OCCURRENCE

READ YOUR POLICY CAREFULLY

DECLARATIONS PAGES

Named Insured and Mailing Address
Policy Period
Description of Business and Location
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ENDORSEMENTS

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Form HC 70 01 06 05

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.

- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

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- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

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- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors

working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

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n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or

kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

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2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

"Personal and advertising injury" arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of:

- (1) Copyright;

- (2) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

- (3) Title of any literary or artistic work.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **17.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
 - (a) Your web site; or
 - (b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Discrimination Or Humiliation

"Personal and advertising injury" arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

COVERAGE C MEDICAL PAYMENTS**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;

provided that:

 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

The Company hereby certifies that this document is only business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees and Volunteer workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will

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have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

The company does not intend to rely on its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

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- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors of Land or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section **III** – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE**1. The Most We will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or

- c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal and Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage **A**; and
- b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be the insured, the company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we will not be liable for damages that are not payable under the terms of this Coverage Part or

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that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability;

(5) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

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If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the

insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or

- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or

- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

6. "Coverage territory" means:

- a.** The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b.** International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
- c.** All other parts of the world if the injury or damage arises out of:
 - (1)** Goods or products made or sold by you in the territory described in **a.** above;
 - (2)** The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
 - (3)** "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Employment-Related Practices" means:

- a.** Refusal to employ a person;
- b.** Termination of a person's employment; or
- c.** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at a person.

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a.** It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b.** You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a.** The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b.** Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while

rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section III – Limits of Insurance;

- b.** A sidetrack agreement;
- c.** Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:
a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

This document is not a contract. It is only a summary of the policy. It does not constitute a complete and accurate copy of the policy.

- b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered; but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 15. "Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- 16. "Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 17. "Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18. "Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19. "Products-completed operations hazard":**
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN HIRED CAR PHYSICAL DAMAGE - LIMIT OF INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
TRUCKERS ENDORSEMENT

- A. The BUSINESS AUTO COVERAGE FORM is changed as follows:
 - 1. PHYSICAL DAMAGE COVERAGE for covered "autos" you hire or borrow is excess unless primary physical damage coverage for such autos is specifically provided in the policy Declarations
 - 2. Paragraph b. of the OTHER INSURANCE Condition does not apply to Hired Auto Physical Damage Coverage.
- B. The GARAGE COVERAGE FORM is changed as follows:
 - 1. PHYSICAL DAMAGE COVERAGE for covered "autos" you hire or borrow is excess unless primary physical damage coverage for such autos is specifically provided in the policy Declarations.
 - 2. Paragraph b. of the OTHER INSURANCE Condition regarding Hired Auto Physical Damage Coverage does not apply
- C. The TRUCKERS COVERAGE FORM is changed as follows:
 - 1. PHYSICAL DAMAGE COVERAGE for covered "autos" you hire or borrow is excess unless primary physical damage coverage for such autos is specifically provided in the policy Declarations.
 - 2. Paragraph d. of the OTHER INSURANCE - PRIMARY AND EXCESS INSURANCE Condition regarding Hired Auto Physical Damage does not apply.
- D. The TRUCKERS ENDORSEMENT is changed as follows:
 - 1. PHYSICAL DAMAGE COVERAGE for covered "autos" you hire or borrow is excess unless primary physical damage coverage for such autos is specifically provided in the policy Declarations.
 - 2. Paragraph d. of the OTHER INSURANCE Condition regarding Hired Auto Physical Damage Coverage does not apply.



Quick Reference Commercial Auto Coverage Part Business Auto Coverage Form

READ YOUR POLICY CAREFULLY

BUSINESS AUTO COVERAGE FORM DECLARATIONS

- o Named Insured And Address
- o Coverages, Covered Autos And Limits Of Insurance
- o Rating Exposures, Rates And Estimated Premium

BUSINESS AUTO COVERAGE FORM

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IMPORTANT NOTICE TO POLICYHOLDER

DISCLOSURE FORM CLAIMS MADE POLICY

EMPLOYEE BENEFITS LIABILITY

THIS DISCLOSURE FORM IS NOT YOUR POLICY. IT MERELY DESCRIBES SOME OF THE MAJOR FEATURES OF OUR CLAIMS MADE POLICY. READ YOUR POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, AND WHAT IS AND IS NOT COVERED. ONLY THE PROVISIONS OF YOUR POLICY DETERMINE THE SCOPE OF YOUR INSURANCE PROTECTION.

Your policy is a claims made policy. It applies only to claims made against you after the inception date and before the end of the policy period involving injury or damage that occurs after the policy Retroactive Date. Upon termination of your policy, an Extended Reporting Period may be available.

OCCURRENCE VS. CLAIMS MADE

There is no difference in the kinds of injury and damage covered by either an "occurrence" policy or a "claims made" policy. Claims for damages may be assigned to different policy periods, however, depending on which policy you have purchased.

In an "occurrence" policy, coverage is provided for liability that **occurs during the policy period, no matter when the claim is made.**

In your "claims made" policy, coverage is provided for liability **if the claim for damages is first made during the policy period.** The claim must be a demand for damages by an injured party but it does not have to be in writing. Under most circumstances, a claim is considered made when it is received and recorded by you or by us; but sometimes, a claim may be deemed made at an earlier time. This can happen when another claim for the same injury has already been made or when the claim is received and recorded during an extended reporting period.

PRINCIPAL BENEFITS

This policy provides coverage for up to the maximum dollar limit specified in the policy.

The principal benefits and coverages are explained in detail in your claims made policy. Please read it carefully and consult your agent about any questions you might have.

EXCEPTIONS, REDUCTIONS AND LIMITATIONS

Your claims made policy contains certain exceptions, reductions and limitations. Please read them carefully and consult your agent about any questions you might have.

RENEWALS, TAILS AND EXTENDED REPORTING PERIODS

Your claims made policy has some unique features relating to renewal, extended reporting periods, and coverage of occurrences with long periods of exposure. These special claims made provisions are described below:

"Special Claims Made" provisions

Two concepts relating to continuity of coverage under the "claims made" policy are especially important to understand. These involve the **Retroactive Date** and the **Extended Reporting Period**.

1. RETROACTIVE DATE

When you have a Retroactive Date entered on the Declarations page, **there is no coverage for injury or damage that occurred before the Retroactive Date, even if the claim is first made during the policy period.**

If there is no Retroactive Date entered on the Declarations page, the Retroactive Date is the Inception Date of the Policy Period stated in item 2 of the Common Policy Declarations. If previous "occurrence" type policy also applies to the same injury or damage, your "claims made" policy will be excess - that is, it will apply only after the previous Limit of Liability is exhausted.

A Retroactive Date normally **cannot be moved ahead in time, except under certain circumstances**, e.g., you changed insurers; there is a substantial change in your operations that increases your exposure to loss; you failed to provide us with information you knew about the nature of your business or premise, and then only with your written consent. It is important to understand how the "claims made" coverage Extended Reporting Period guarantee continuity or coverage if you are offered a renewal or replacement policy with a later Retroactive Date than the one in your current policy.

2. EXTENDED REPORTING PERIODS OR "TAILS"

WARNING: If a claim is made **after** the termination of your claims made policy, you may not have coverage for that claim unless you purchase an Extended Reporting Period or "tail" endorsement, which must be offered to you with at least the aggregate limits of your terminated policy, for at least one year, at a premium not to exceed 200% of your terminated policy premium.

Carefully review the policy provisions regarding the available Extended Reporting Period, especially the length of coverage and price, **and** the time during which you must purchase or accept any offered extended reporting period.

AVAILABILITY OF LOSS INFORMATION

Upon your written request and within 30 days thereafter, we will furnish you:

- a. Information on closed claims as respects the date of claim and the amount(s) paid, if any; and
- b. Information on open claims as respects the date of claim and the amount of reserve, if any. Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

THE FOLLOWING APPLIES ONLY IF YOUR EBL COVERAGE HAS BEEN RENEWED WITH THE HC 00 21 11 93 EDITION OF THE EBL COVERAGE FORM

1. We removed the "any liability" wording from exclusion a., and substituted "civil or criminal liability". This change clarifies our coverage grant. We intend to pay for liability due to your errors in handling records with respect to your employee benefits programs and in the giving of counsel with respect to interpreting the scope of such programs and eligibility to participate in any such program (refer to exclusion e).
2. We modified exclusion f. for purposes of clarity.
3. We removed paragraph c. from definition 1. since paragraph c. has been confused with exclusion e.
4. We broadened coverage by adding "mental anguish" to definition 3.
5. We added new definitions for:
 - a. "employee";
 - b. "executive officer";
 - c. "leased worker"; and
 - d. "temporary worker".

PROPERTY CHOICE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES

This endorsement modifies insurance provided under the following:

PROPERTY CHOICE COVERAGE PART

A. The TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY Common Policy Condition is replaced by the following:

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, any one having proper temporary custody of your property will have your rights and duties but only with respect to that property.

If you die, this Coverage will remain in effect as provided in **1.** or **2.** below, whichever is later:

- 1.** For 180 days after your death regardless of the policy period shown in the Declarations, unless the insured property is sold prior to that date: or
- 2.** Until the end of the policy period shown in the Declarations, unless the insured property is sold prior to that date.

Coverage during the period of time after your death is subject to all provisions of this policy including payment of any premium due for the policy period shown in the Declarations and any extension of that period.

B. The following is added to the CLAIM SETTLEMENT Condition and supersedes any provision to the contrary:

- 1.** Except as provided in **3.** below, we will give you notice, within 15 working days after we receive a properly executed proof of loss, that we:

- a.** Accept your claim;
- b.** Deny your claim; or
- c.** Need more time to determine whether your claim should be accepted or denied.

If we deny your claim, such notice will be in writing, and will state any policy provision, condition or exclusion used as a basis for the denial.

If we need more time to determine whether your claim should be accepted or denied, the written notice will state the reason why more time is required.

- 2.** If we have not completed our investigation, we will notify you again in writing, within 30 days after the date of the initial notice as provided in **1.c.** above, and thereafter every 45 days. The written notice will state why more time is needed to investigate your claim and when you may expect us to reach a decision on your claim.
- 3.** The notice procedures in **1.** and **2.** above do not apply if we have a reasonable basis, supported by specific information, to suspect that an insured has fraudulently caused or contributed to the loss by arson or other illegal activity. Under such circumstances, we will notify you of the disposition of your claim within a period of time reasonable to allow full investigation of the claim, after we receive a properly executed proof of loss.

- C. The following is added to any provision which uses the term **Actual Cash Value**:

Actual cash value is calculated as the amount it would cost to repair or replace Covered Property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. Actual cash value applies to valuation of Covered Property regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED—CONDOMINIUM UNIT OWNERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

WHO IS AN INSURED (Section II) is amended to include as an insured each individual unit owner of the insured condominium, but only with respect to liability arising out of the ownership, maintenance or repair of that portion of the premises which is not reserved for that unit owner's exclusive use or occupancy.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy. ☐

COMMERCIAL GENERAL LIABILITY



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - MORTGAGE FORECLOSURE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use, including all related operations, of real property acquired by foreclosure.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE PERSONAL AND ADVERTISING INJURY - FINANCIAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement changes coverage provided by **Section I - Coverage B - Personal And Advertising Injury Liability** by limiting how "personal and advertising injury" offenses apply to "customers".

Section I Coverages of this Coverage Part or any amendment to this Coverage Part by endorsement is changed as follows:

1. The definition of "personal and advertising injury" is replaced by the following:
"Personal and Advertising Injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

However, Paragraphs **a.**, **b.**, **c.** and **d.** do not include such offenses if arising out of or in any way related to, mortgage, lien, mortgage servicing or lien servicing operations conducted by or on behalf of the insured, including but not limited to:

- (1) the restructure, termination, transfer or collection of any loan, lease or extension of credit; or
- (2) the repossession or foreclosure of property;

- e. Oral, written or electronic publication of material that violates a person's right of privacy.

However, Paragraph **e.** does not include any offense when alleged, charged or suffered by any "customer";

- f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
- g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

However, Paragraph **h.** does not include any offense when alleged, charged or suffered by any "customer".

2. The following definition is added:

"Customer" means a person, corporation, partnership or other entity, which:

- a. Is applying for, or requesting, the insured's products or services;
- b. Has applied for, or has requested, the insured's products or services;
- c. Is presently using the insured's products or services; or
- d. Has used the insured's products or services, and who makes a claim or brings a "suit" which arises out of, or is in any way related to, any of the above.

"Customer" includes the spouse, child, parent, brother or sister of that person or entity who makes such a claim or "suit".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - FINANCIAL INSTITUTIONS - CONSTRUCTION LOANS OR FINANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **2.**, **Exclusions** of **Section I - Coverage A – Bodily Injury And Property Damage Liability**:

This insurance does not apply to "property damage" to, or "bodily injury" or "property damage" arising out of, any building:

1. In which the insured holds a security interest because of loans made in connection with its construction; or
2. The construction of which the insured has otherwise financed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ELECTROMAGNETIC HAZARD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 CONDOMINIUM AND COOPERATIVE DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM
 EDUCATORS LEGAL LIABILITY COVERAGE FORM
 LIBRARY ERRORS AND OMISSIONS LIABILITY COVERAGE FORM
 MANUFACTURERS' ERRORS AND OMISSIONS LIABILITY COVERAGE PART
 MORTICIANS' PROFESSIONAL LIABILITY COVERAGE FORM
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCT RECALL EXPENSE COVERAGE FORM
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following exclusion is added:

This insurance does not apply to:

Electromagnetic Hazard

1. Any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury", whether tangible or intangible in nature, arising out of, or relating to, in whole or in part, the "electromagnetic hazard".
2. Any damage, judgment, settlement, loss, cost or expense that arise out of any:
 - a. Request, demand, order, or statutory or regulatory requirement that any insured identify, abate, test for, sample, monitor, remove, contain, treat, neutralize or mitigate or in any way respond to or assess the effects of the "electromagnetic hazard";
 - b. Any claim or suit for damages because of identifying, abating, testing for, sampling, monitoring, clean up of; removing, covering, containing, treating, neutralizing or mitigating, or in any way responding to or assessing the effects of the "electromagnetic hazard"; or
 - c. Request, demand, order, or statutory or regulatory requirement claim or suit seeking the modification, repair, replacement or improvement of any property as a result of the effects of an "electromagnetic hazard".
3. As used in this exclusion, "electromagnetic hazard" means an exposure or threat of exposure to the actual or alleged properties of radiation or energy from electromagnetic sources of all frequencies and intensities, including but not limited to:
 - a. Radio frequency radiation or energy;
 - b. Electric fields or waves;
 - c. Magnetic fields or waves; or
 - d. Electromagnetic fields or waves; and
 includes the mere presence or suspected presence of any of these at any time.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.



COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Our President and Secretary have signed this policy. The Declarations page has also been countersigned by our duly authorized representative.



Brian S. Becker, Secretary



David Wiener, President

COMMERCIAL GENERAL LIABILITY



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSIONS - DAMS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to liability caused by or resulting from flood or rising waters because of the existence of or breach of any dam you:

1. Own;
2. Maintain;
3. Control; or
4. Lease,

Whether or not the:

1. Dam;
2. Operations thereof; or
3. Flood or rising waters,

Are on premises you own, maintain, control or lease.

PROPERTY CHOICE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION CHANGES

This endorsement modifies insurance provided under the following:

**PROPERTY CHOICE COVERAGE PART
PROPERTY CHOICE POLICY**

The following is added to the CANCELLATION Common Policy Conditions:

If any one of the following conditions exists at any building that is Covered Property in this policy, we may cancel this Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least 5 days before the effective date of cancellation.

A. The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:

1. Seasonal unoccupancy;
2. Buildings in the course of construction, renovation or addition; or
3. Buildings to which the Vacancy Permit endorsement applies.

Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.

B. After damage by a covered cause of loss, permanent repairs to the building:

1. Have not started, and
2. Have not been contracted for, within 30 days of initial payment of loss.

C. The building has:

1. An outstanding order to vacate;
2. An outstanding demolition order;
3. Been declared unsafe by governmental authority.

D. Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.

E. There has been failure to:

1. Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
2. Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

PRODUCER COMPENSATION NOTICE

You can review and obtain information on The Hartford's producer compensation practices at www.TheHartford.com or at 1-800-592-5717.

Special Multi-Flex

POLICY

From The Hartford



The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - MINING OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusions are added to **Section I - Coverage A** :

1. "Bodily injury" to any independent contractor, or any "employee" thereof, while engaged in your mining operations.
2. "Bodily injury" or "property damage" arising out of:
 - (a) Subsidence;
 - (b) Damage to wells or springs; or
 - (c) Gob-pile slides, movement of over burden or other movement of earth.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - FUNGI, BACTERIA AND VIRUSES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
MANUFACTURERS' ERRORS AND OMISSIONS LIABILITY COVERAGE PART
EDUCATORS LEGAL LIABILITY COVERAGE FORM
CONDOMINIUM AND COOPERATIVE DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM

This insurance does not apply to:

1. Injury or damage arising out of or related to the presence of, suspected presence of, or exposure to:
 - a. Fungi, including but not limited to mold, mildew, and yeast;
 - b. Bacteria;
 - c. Viruses; or
 - d. Dust, spores, odors, particulates or byproducts, including but not limited to mycotoxins and endotoxins, resulting from any of the organisms listed in a., b., or c. above;from any source whatsoever.
 2. Any loss, cost or expense arising out of the testing for, monitoring of, cleaning up of, removal of, containment of, treatment of, detoxification of, neutralization of, remediation of, disposal of, or any other response to or assessment of, the effects of any of the items in 1.a., b., c. or d. above, from any source whatsoever.
- However, this exclusion does not apply to "bodily injury" or "property damage" caused by the ingestion of food.



U.S. DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by the United States. **Please read this Notice carefully.**

The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC acts under Presidential national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze assets under U.S. jurisdiction. OFAC publishes a list of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. Collectively, such individuals and companies are called "Specially Designated Nationals and Blocked Persons" or "SDNs". Their assets are blocked and U.S. persons are generally prohibited from dealing with them. This list can be located on OFAC's web site at – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is an SDN, as identified by OFAC, the policy is a blocked contract and all dealings with it must involve OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - EXPOSURES NOT CONTEMPLATED
IN CLASSIFICATION
(REAL ESTATE DEVELOPMENT PROPERTY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

EXCLUSION SCHEDULE

- (a)** contracting operations of any kind
- (b)** subcontracted operations
- (c)** model homes
- (d)** vacant buildings
- (e)** vacant land not being actively developed which is physically separated from any "Real Estate Development Property".

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any premises, hazards or operations shown in the Exclusion Schedule.

This exclusion does not apply to any premises, hazards or operations specifically described as covered in a schedule forming a part of this Coverage Part.

"Real estate development property" means land in any stage of active development. Active development includes site preparation work as well as actual construction activities.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF EXCLUSIONS AND DEFINITION - PERSONAL AND ADVERTISING INJURY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusions i., j., t. and u. of Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability are replaced by the following:

i. Infringement Of Intellectual Property Rights

- (1)** "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property right, such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity; or
- (2)** Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (1)** Infringement, in your "advertisement", of:
 - (a)** Copyright;
 - (b)** Slogan; or
 - (c)** Title of any literary or artistic work; or
- (2)** Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1)** Advertising, broadcasting, publishing or telecasting;
- (2)** Designing or determining content of web sites for others; or
- (3)** An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

t. Discrimination

"Personal and advertising injury" arising out of discrimination committed by or at your direction, or the direction of any partner, member, manager, "executive officer", director, stockholder or trustee of the insured.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (a) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (b) Whether the insured may be liable as an employer or in any other capacity; and
- (c) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. Paragraphs **c.** and **h.** of the definition of "personal and advertising injury" in the **Definitions** Section are replaced by the following:

"Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- h.** Discrimination that results in humiliation or other injury to the feelings or reputation of a natural person.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2., **Exclusions** of Section I – **Coverage A – Bodily Injury And Property Damage Liability**:

2. Exclusions

This insurance does not apply to:

Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a.** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b.** The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c.** The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- d.** Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

- B.** The following exclusion is added to Paragraph 2., **Exclusions** of Section I – **Coverage B – Personal And Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to:

Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a.** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b.** The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c.** The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- d.** Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.



QUICK REFERENCE

PROPERTY CHOICE COVERAGE PART

Property Choice Conditions and Definitions

- | | |
|--|--|
| <p>A. General Conditions</p> <ol style="list-style-type: none"> 1. Abandonment 2. Application of Waiting Period 3. Appraisal 4. Claim Settlement 5. Concealment, Misrepresentation or Fraud 6. Control of Property 7. Coverage Territory 8. Equipment Breakdown - Suspension 9. Equipment Breakdown - Inspection 10. If Two or More Coverages Apply 11. Legal Action Against Us 12. Liberalization 13. Loss Payee - Standard 14. Mortgageholders and Lender Loss Payees 15. No Benefit to Bailee 16. Other Insurance 17. Policy Period 18. Recovered Property 19. Transfer of Rights (Subrogation) <p>B. General Duties in Event of Loss</p> <ol style="list-style-type: none"> 1. Your Duties <ol style="list-style-type: none"> a. Notify Police b. Notify Us | <ol style="list-style-type: none"> c. Protect Property d. Take Inventory e. Permit us to Inspect Property, Books f. Proof of Loss g. Cooperate h. Resumption of Business <p>2. Our Right - Examine You Under Oath</p> <p>C. General Definitions</p> <ol style="list-style-type: none"> 1. Building Glass 2. Computer Equipment 3. Computer Media and Data 4. Fungus 5. Money 6. Policy Year 7. Pollutants and Contaminants 8. Scheduled Premises 9. Securities 10. Sinkhole Collapse 11. Specified Causes of Loss 12. Sprinkler Leakage 13. Stock 14. Tenant Improvements and Betterments 15. Theft 16. Valuable Papers 17. Volcanic Action |
|--|--|

Property Choice Coverage Form

- | | |
|--|--|
| <p>A. Coverage</p> <ol style="list-style-type: none"> 1. Covered Property Definitions <ol style="list-style-type: none"> a. Building b. Business Personal Property 2. Property Not Covered 3. Covered Causes of Loss - See separate form <p>B. Exclusions - See separate form</p> <p>C. Limits of Insurance</p> <p>D. Deductible</p> <p>E. Loss Payment and Valuation Conditions</p> <ol style="list-style-type: none"> 1. Replacement Cost 2. Actual Cash Value | <ol style="list-style-type: none"> 3. Specific Property Valuations <ol style="list-style-type: none"> a. Accounts Receivable b. Animals c. Building Glass d. Computer Media and Data and Valuable Papers e. Fine Arts f. Party Wall g. Property of Others h. Stock i. Tenant Improvements and Betterments |
|--|--|

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

- j. Transit
- k. Vehicles

- 4. Value Enhancements
 - a. Architect and Engineering Fees
 - b. Customs Duty, Sales Tax
 - c. Extended Warranties

Property Choice - Specialized Property Insurance Coverages

Section A. Additional Coverages

- 1. Accounts Receivable
- 2. Brands and Labels
- 3. Building Glass Repairs
- 4. Business Travel Including Sales Representative Samples
- 5. Claim Expenses
- 6. Contract Penalties
- 7. Debris Removal
- 8. Electronic Vandalism
- 9. Employee Personal Effects
- 10. Errors in Description
- 11. Exhibitions
- 12. Expediting Expenses
- 13. Extra Expense
- 14. Fine Arts
- 15. Fire Department Service Charge
- 16. Fire Device Recharge
- 17. Fungus, Wet Rot, Dry Rot, Bacteria and Virus – Limited Coverage
- 18. Inflation Guard
- 19. Installment or Deferred Sales

- 20. New Construction at Scheduled Premises
- 21. Newly Acquired Property
- 22. Non-Owned Detached Trailers
- 23. Ordinance or Law
- 24. Outdoor Trees, Shrubs, Sod, Plants and Lawns
- 25. Pairs or Sets
- 26. Pollutants and Contaminants Clean Up
- 27. Preservation of Property
- 28. Rewards
- 29. Sewer and Drain Backup
- 30. Transit
- 31. Transition to Replacement Premises
- 32. Unnamed Premises
- 33. Utility Service Interruption
- 34. Water Damage Building Tear Out and Repair
- 35. Water Seepage
- 36. Windblown Debris

Section B. - Combined Additional Protection

Section C. - Tenant Lease Coverage

Property Choice - Covered Causes of Loss and Exclusions Form

A. General Exclusion

B. Specific Exclusions

- 1. Accounting Errors
- 2. Animals
- 3. Change of Temperature, Dampness, Dryness
- 4. Collapse
- 5. Delay, Loss of Use or Loss of Market
- 6. Dishonest Acts
- 7. Docks, Piers, Wharves
- 8. Earthmovement
- 9. Flood, Water, and Water Under the Ground
- 10. Fungus, Wet Rot, Dry Rot, Bacteria or Virus
- 11. Governmental Action
- 12. Missing Property

- 13. Neglect to Protect Property
- 14. Nesting or Infestation
- 15. Nuclear Hazard
- 16. Ordinance or Law
- 17. Pollutants and Contaminants
- 18. Programming Errors and Computer Deficiency
- 19. Rain, Snow, Ice, Sleet to Property in the Open
- 20. Settling, Cracking to Buildings or Structures
- 21. Smoke (Agricultural or Industrial)
- 22. Testing
- 23. Theft of Laptops as Checked Baggage
- 24. Unauthorized Transfer of Property
- 25. Unauthorized Viewing, Copying of Computer Media and Data

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

- 26. Utility Services Interruption
- 27. Voluntary Parting
- 28. War, Military Action
- 29. Workmanship
- 30. Other Exclusions
- C. Theft Limitations to Specific Property
- D. Additional Coverage – Equipment Breakdown

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GREEN CHOICE - ADDITIONAL COVERAGES

This endorsement modifies insurance provided under the following:

PROPERTY CHOICE COVERAGE FORM

PROPERTY CHOICE SPECIAL BUSINESS INCOME COVERAGE FORM

PROPERTY CHOICE BUSINESS INCOME COVERAGE FORM

PROPERTY CHOICE PROFESSIONAL BUSINESS INCOME COVERAGE FORM

Schedule information if not stated here, will be stated in the Property Choice - Schedule of Premises and Coverages.

Schedule

Green Choice Limit of Insurance

- A.** The following Additional Coverage is added to the PROPERTY CHOICE COVERAGE FORM:

Costs to Upgrade to "Green" Alternatives

- 1.** If direct physical loss or direct physical damage by a Covered Cause of Loss occurs to Covered Property we will also pay for the reasonable additional costs that you incur to:

- a.** Repair or replace the lost or damaged Covered Property using products or materials that are "Green" alternatives to the lost or damaged Covered Property, in accordance with:

- (1)** The minimum standards of a "Green Authority" if the "Scheduled Premises" where the loss or damage occurred was not "Green" certified by a "Green Authority" prior to the loss or damage; or
- (2)** The standards of a "Green Authority" consistent with the pre-loss "Green" certification level, if the "Scheduled Premises" where the loss or damage occurred was "Green" certified prior to the loss or damage, provided that the "Green"

alternatives are otherwise of comparable quality and function to the lost or damaged Covered Property.

- b.** Employ "Green" methods or processes of construction, disposal or recycling including ventilation or flush out of air systems, in the course of the repair and replacement of the lost or damaged Covered Property, in accordance with:

- (1)** The minimum standards of a "Green Authority" if the "Scheduled Premises" where the loss or damage occurred was not "Green" certified by a "Green Authority" prior to the loss or damage; or
- (2)** The standards of a "Green Authority" consistent with the pre-loss "Green" certification level, if the "Scheduled Premises" where the loss or damage occurred was "Green" certified prior to the loss or damage.

- c.** Hire a design professional(s) accredited by a "Green Authority" to participate in

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

the reconstruction, replacement or repair of the Covered Property;

- d. Hire an engineer(s) accredited by a "Green Authority" to supervise the repair or replacement of the Covered Property to verify that replacement systems and mechanicals have been installed and configured to perform to building design or manufacturer's specifications;
 - e. Apply to a "Green Authority" for certification of your "Scheduled Premises" in connection with the repair or replacement of the lost or damaged Covered Property.
2. Costs to Upgrade to "Green" Alternatives applies only if replacement cost valuation applies to the lost or damaged Covered Property and then only if the lost or damaged property is actually repaired or replaced as soon as reasonably possible after the loss or damage (not to exceed two years from the date of loss or damage).
 3. This Additional Coverage does not apply to any expenses incurred to exceed your pre-loss level of certification, if you had attained certification by a "Green Authority" for the Covered Property prior to the Covered Cause of Loss.
 4. This Additional Coverage does not require you to pursue, nor guarantee success of, certification by a "Green Authority".
 5.
 - a. The most we will pay in any one occurrence for Costs to Upgrade to "Green" Alternatives under this endorsement is \$100,000 for all "Scheduled Premises" unless a different limit of insurance is shown in the above Schedule.
 - b. If a different limit of insurance is shown in the above Schedule then that different limit of insurance is the most we will pay in any one occurrence for all "Scheduled Premises" for Costs to Upgrade to "Green" Alternatives.
 - c. The limit for Costs to Upgrade to "Green" Alternatives applies in any one occurrence, regardless of the number of "Scheduled Premises" or buildings damaged in that occurrence.
 - d. If a Green Choice - Limit of Insurance is shown as applying to a "Scheduled Premises" in the Property Choice Schedule of Premises and Coverages, then that limit of insurance is the most

we will pay in any one occurrence at that "Scheduled Premises" for Costs to Upgrade to "Green" Alternatives.

- e. This is an additional amount of insurance.
- B.** This section **B.** applies only when any of the following are attached to this policy:

PROPERTY CHOICE SPECIAL BUSINESS
INCOME COVERAGE FORM

PROPERTY CHOICE BUSINESS INCOME
COVERAGE FORM

PROPERTY CHOICE PROFESSIONAL
BUSINESS INCOME COVERAGE FORM

The following Additional Coverage is added:

Green Alternatives – Increased Period of Restoration

1. If direct physical loss or direct physical damage by a Covered Cause of Loss occurs to covered building property at a "Scheduled Premises", Business Income coverage is revised to include the actual loss of income you sustain during the reasonable and necessary increase in the period of restoration that is actually incurred to:
 - a. Repair or replace the lost or damaged Covered Property as stated in A.1.a.
 - b. Employ "Green" methods or processes of construction, disposal or recycling in the course of the repair and replacement of the lost or damaged Covered Property as stated in A.1.b.
2. The Increased Period of Restoration provided by this endorsement is subject to a maximum period of up to 30 consecutive days from the date the period of restoration would have otherwise ended had "Green" alternatives not been used.
3. This Additional Coverage Green Alternatives – Increased Period of Restoration is included in, and does not increase the applicable Limit of Insurance in the above referenced Coverage Forms.
4. The term Period of Restoration as found in the above referenced Coverage Forms and as used in this endorsement does not include any increased Period of Restoration due to:
 - a. Review and/or approval by a "Green Authority" regarding your application for certification of your "scheduled Premises", should you elect to pursue certification; or

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- b. Conducting test and balance analysis of the heating, ventilation or air conditioning systems to confirm that they have been installed properly and meet manufacturer's and design professional's standards.

C. ADDITIONAL EXCLUSIONS

- 1. Coverage provided by this endorsement does not apply to any "Scheduled Premises" where:
 - a. Replacement Cost valuation does not apply;
 - b. Ordinance or Law Additional Coverage does not apply; or
 - c. Building(s) are vacant.
- 2. This endorsement does not apply to "stock".
- 3. Coverage provided by this endorsement does not include any increase in costs, loss or damage attributable to any "Green" standards for which you were under order or mandate from an existing authority, but you did not comply with, before the loss or damage.

D. ADDITIONAL DEFINITIONS

As used in this endorsement:

- 1. "Green" means products, materials, methods and processes that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize their impact on the environment.
- 2. "Green Authority" means the United States Green Building Council (LEED® Green Building Rating System); the Green Building Initiative™ (Green Globes™ Assessment And Rating System); or the Environmental Protection Agency and the Department of Energy (EnergyStar® requirements).

PROPERTY CHOICE



LEGAL LIABILITY - BUILDING COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to Form PC 00 90 **PROPERTY CHOICE CONDITIONS AND DEFINITIONS** for definitions.

A. COVERAGE

We will pay up to the applicable Legal Liability - Building Limit of Insurance stated in the Property Choice Schedule of Premises and Coverages or in an endorsement attached to this Coverage Part for those sums that you become legally obligated to pay as damages because of direct physical loss or direct physical damage, including loss of use, to Covered Building Property caused by accident and arising out of a Covered Cause of Loss. We will have the right and duty to defend any suit seeking those damages. Suit includes an arbitration proceeding to which you must submit or submit with our consent. However, we have no duty to defend you against a suit seeking damages for direct physical loss or damage to which this insurance does not apply. We may investigate and settle any claim or suit at our discretion. But our right and duty to defend ends when we have used up the Legal Liability Building Limit of Insurance in the payment of judgments or settlements.

1. Covered Building Property

Covered Building Property means buildings or structures of others in your care, custody or control.

2. Covered Causes Of Loss

See the Property Choice - Covered Causes of Loss and Exclusions Form.

3. Additional Coverages

a. Supplementary Payments

We will pay, with respect to any claim or any suit against you that we defend:

- (1) All expenses we incur.
- (2) The cost of bonds to release attachments, but only for bond

amounts within our Limit of Insurance. We do not have to furnish these bonds.

- (3) All reasonable expenses incurred by you at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (4) All costs taxed against you in the suit.
- (5) Prejudgment interest awarded against you on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

Payments under this Additional Coverage are in addition to the applicable Limit of Insurance.

b. Additional Insureds

Throughout this Coverage Form, if the Named Insured stated in the Property Choice Declarations is:

- (1) A partnership or corporation, the words "you" and "your" include partners, executive officers, trustees, directors and stockholders of such partnership or corporation;
- (2) A limited liability company, the words "you" and "your" include member and manager;

but only with respect to their duties as such.

The existence of one or more Additional Insureds does not increase the Limit of Insurance.

c. Newly Acquired Organizations

Throughout this Coverage Form, the words "you" and "your" also include any organization (other than a partnership, joint venture or limited liability company) you newly acquire or form and over which you maintain ownership or majority interest if there is no other similar insurance available to that organization.

This Additional Coverage ends:

- (1) 90 days after you acquire or form the organization; or
- (2) At the end of the policy period stated in the Property Choice Declarations; whichever is earlier.

This Additional Coverage does not apply to direct physical loss or direct physical damage that occurred before you acquired or formed the organization.

The existence of one or more Newly Acquired Organizations does not increase the Limit of Insurance.

d. Newly Acquired Building Property

- (1) You may extend the insurance that applies to Covered Building Property, as used in this Coverage Form, to apply to your liability for Building property of others that comes under your care, custody or control after the beginning of the current policy period. This Additional Coverage is subject to all terms and Conditions of this Coverage Form.

The most we will pay as the result of any one accident for loss or damage to buildings covered under this Additional Coverage is \$25,000 at each building.

- (2) Insurance under this Additional Coverage will end when any of the following first occurs:
 - (a) This policy expires;
 - (b) 180 days expire after the building property has come under your care, custody or control;

(c) You report values to us; or

(d) The property is more specifically insured.

We will charge you additional premium for values reported from the date the property comes under your care, custody or control.

- (3) This Additional Coverage does not apply to direct physical loss or direct physical damage that occurred before the building property came under your care, custody or control.

B. EXCLUSIONS AND LIMITATIONS

See the Property Choice - Covered Causes of Loss and Exclusions Form.

C. LIMITS OF INSURANCE

The most we will pay in damages as the result of any one accident is the applicable Limit of Insurance shown for Legal Liability – Building Limit of Insurance as shown in the Property Choice Schedule of Premises and Coverages or in an endorsement to this Coverage Part.

Payments under the Additional Coverages are in addition to the Limits of Insurance.

The existence of one or more:

- 1. Additional Insureds, or
 - 2. Newly Acquired Organizations,
- does not increase the Limit of Insurance.

D. DEDUCTIBLE

No deductible provision applies to this Coverage Form.

E. PROPERTY CHOICE CONDITIONS CHANGES

For Coverage provided under this Coverage Form, the following changes are made to the Property Choice Conditions:

1. Duties In The Event Of Accident, Claim Or Suit

The General Duties in Event of Loss Condition is replaced by the following:

- a. You must see to it that we are notified promptly of any accident that may result in a claim. Notice should include:
 - (1) How, when and where the accident took place; and
 - (2) The names and addresses of any witnesses.

Notice of an accident is not notice of a claim.

- b. If a claim is made or suit is brought against you, you must see to it that we

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Form PC 00 30 01 09

receive prompt written notice of the claim or suit.

c. You must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or suit; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to you because of damage to which this insurance may also apply.

d. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

2. Legal Action Against Us

The **Legal Action Against Us General Condition** is replaced by the following:

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a suit asking for damages from you; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against you obtained after an actual trial, but we will not be liable for damages that are not payable under the terms of this Coverage Form or that are in excess of the Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, you and the claimant or the claimant's legal representative.

3. Transfer Of Rights (Subrogation)

The **Transfer of Rights of Recovery Against Others To Us General Condition** is replaced by the following:

If you have rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. You must do nothing after loss to impair them. At our request, you will bring suit or transfer those rights to us and help us enforce them.

F. ADDITIONAL CONDITIONS

The following conditions are added and apply in addition to the Common Policy Conditions, and the Property Choice Conditions:

1. Bankruptcy

Bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Coverage Form.

2. Separation Of Insureds

The insurance under this Coverage Form applies separately to you and each additional insured, except with respect to the Limits of Insurance.

NOTICE ABOUT AUTO CANCELLATION REQUESTS

The State of Delaware enacted legislation which limits THE HARTFORD's ability to return unearned premium to you should you wish to cancel the coverage of vehicles insured under the policy. This law prohibits insurers from returning unearned premium when you cancel your policy and request a refund, unless you provide sufficient evidence that you have secured replacement insurance or have disposed of the automobile(s).

We have developed an affidavit (Form CAF-1776) to be filled out by you should you request cancellation of your policy. A copy of the affidavit will be sent to you when you request cancellation of the policy. A request of this nature can be made by calling your Hartford Representative.

If you have any questions, please contact your Hartford Representative.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - AUTO, ATV AND MOTORCYCLE RACING, STUNTING AND SPONSORSHIP

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1.
 - a. Ownership;
 - b. Operation;
 - c. Maintenance;
 - d. Use;
 - e. Entrustment to others;
 - f. "Loading or unloading"; or
 - g. Sponsorship

of any "auto" while being used in or prepared for any prearranged or organized racing, speed, stunting or demolition contest or activity.

2. The organization, sponsorship, preparation or practicing for any of the above contests or activities.
3. For the purposes of this exclusion, the definition of "auto" is amended by the addition of the following: The term "auto" shall include a motorcycle or all terrain vehicle (ATV) whether or not it is:
 - a. Designed for travel on public roads; or
 - b. Subject to any motor vehicle registration requirements.



IMPORTANT NOTICE TO POLICYHOLDERS WITH PREMISES OR OPERATIONS IN FLORIDA

FLORIDA HURRICANE CATASTROPHE FUND EMERGENCY ASSESSMENT

The Florida Office of Insurance Regulation has levied an emergency assessment on direct written premiums for all property and casualty lines of business in Florida.

This emergency assessment is to fund obligations, costs and expenses of the Florida Hurricane Catastrophe Fund and the Florida Hurricane Catastrophe Fund Corporation.

This emergency assessment is 1.3%, and applies to all subject policies effective on or after January 1, 2011.

We are required by statute and order to collect this emergency assessment from policyholders, and remit it to the State.

This assessment for your policy appears as **2011 FHCF EMER ASSESS CL**.

PROPERTY CHOICE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS INCOME WAITING PERIOD

This endorsement modifies insurance under the following:

**PROPERTY CHOICE SPECIAL BUSINESS INCOME COVERAGE FORM
PROPERTY CHOICE BUSINESS INCOME COVERAGE FORM**

A. The following is added to **COVERAGE:**

1. Coverage for Business Income will begin after the number of hours indicated in the Property Choice Schedule of Premises and Coverages after the time of direct physical loss or direct physical damage caused by or resulting from a Covered Cause of Loss at premises where the loss or damage occurred.
2. The waiting periods as respects Additional Coverages: Civil Authority, Dependent Properties, Electronic Vandalism, Web Site and Communication Services, Utility Service Interruption are not changed.

PROPERTY CHOICE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - BUSINESS INCOME

(BUSINESS INCOME)

This endorsement modifies insurance provided under the following:

BUSINESS INCOME COVERAGE FORMS

The following exclusion applies to the "Scheduled Premises" stated for **Business Income Exclusion** in the Property Choice - Schedule of Premises and Coverages.

Coverage under any applicable Business Income Coverage Form does not apply to loss caused by or resulting from a Covered Cause of Loss at the specified "Scheduled Premises". This includes loss at other premises which are interdependent with the designated "Scheduled Premises".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONDOMINIUM AND COOPERATIVE DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM
EDUCATORS LEGAL LIABILITY COVERAGE FORM
EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
LIBRARY ERRORS AND OMISSIONS LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
MANUFACTURERS' ERRORS AND OMISSIONS LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRINTER'S ERRORS AND OMISSIONS LIABILITY COVERAGE FORM
PRODUCT RECALL EXPENSE COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION

- A.** A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism under the federal Terrorism Risk Insurance Act, as amended (TRIA). The criteria contained in TRIA for a "certified act of terrorism" includes the following:
1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
 2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and
 3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** If aggregate insured losses attributable to terrorist acts certified under TRIA exceed \$100 billion in a Program Year (January 1 through December 31) and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.
- C.** The United States Department of the Treasury will reimburse insurers for 85% of that portion of insured losses attributable to "certified acts of terrorism" that exceeds the applicable insurer deductible. However, if aggregate insured losses under TRIA exceed \$100 billion in a Program Year (January 1 through December 31) the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.
- D.** The terms and limitations of any terrorism exclusion, or the inapplicability or omissions of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the War Exclusion.



PROPERTY CHOICE CONDITIONS AND DEFINITIONS

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to section **C. DEFINITIONS**.

The following conditions apply to all coverages that are a part of the Property Choice Coverage Part or Property Choice Policy and are in addition to the Common Policy Conditions unless stated otherwise in coverage forms and endorsements.

A. GENERAL CONDITIONS

1. Abandonment

There can be no abandonment of any property to us.

2. Application of Waiting Period

In the event that more than one Waiting Period is applicable, we will apply only the longest waiting period.

3. Appraisal

If we and you disagree on the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim on the grounds that it is not covered under this policy.

4. Claim Settlement

- a. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

- b. We will pay for covered loss or damage within 30 days after we receive your sworn proof of loss, if you have complied with all of the terms of this Coverage Part; and:

- (1) We have reached agreement with you on the amount of loss; or
- (2) An appraisal award has been made.

5. Concealment, Misrepresentation or Fraud

This Coverage Part is void in any case of fraud by you as it relates to this coverage at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Part;
- b. The property covered under this insurance;
- c. Your interest in the property covered under this insurance; or
- d. A claim under this Coverage Part.

6. Control of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more premises will not affect coverage at any premises where, at the time of loss or damage, the breach of condition does not exist.

7. Coverage Territory

The coverage territory is the United States of America (including its territories and possessions); Puerto Rico; and Canada.

Exceptions for the following Additional Coverages:**a. Business Travel**

For the Business Travel Additional Coverage, the Coverage Territory is anywhere in the world.

b. Exhibitions

For the Exhibition Additional Coverage, the Coverage Territory is anywhere in the world.

c. Transit

For the Transit Additional Coverage, the Coverage Territory is within or between the United States of America, (including its territories and possessions), Puerto Rico and Canada; however, waterborne shipments are covered only if on inland waterways or in territorial waters, within 12 miles of land.

8. Equipment Breakdown - Suspension

When any Equipment Breakdown Property is found to be in, or exposed to a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an Equipment Breakdown Accident to that equipment. We can do this by mailing or delivering a written notice of suspension to your address as stated in the Property Choice Schedule of Premises and Coverages, or at the address where the equipment is located. Once suspended in this way, your insurance can be reinstated only by written notice from us. If we suspend your insurance, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

9. Equipment Breakdown - Jurisdictional Inspections

If any Equipment Breakdown Property requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf.

10. If Two or More Coverages Apply

If two or more coverages in this policy apply to the same loss or damage, we will not pay more than the actual amount of loss or damage.

11. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

- a. There has been full compliance with all of the terms of this Coverage Part; and
- b. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

For coverage under the Business Crime Coverage Forms, the words **the direct physical loss or damage occurred** are replaced by the words **you discover the loss**.

12. Liberalization

If we adopt any revision that would broaden this Coverage Part, without additional premium, within 45 days prior to inception of this policy or during this policy period, the broadened coverage will immediately apply to you.

13. Loss Payee

- a. For Covered Property in which both you and the Loss Payee as stated in the Property Choice - Schedule of Premises and Coverages or by endorsement have an insurable interest, we will:

(1) Adjust losses with you; and

(2) Pay any claim for loss or damage jointly to you and the loss payee, as interests may appear.

- b. If we cancel this policy, we will give written notice to the loss payee at least:

(1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

(3) If we elect not to renew this policy, we will give written notice to the loss payee at least 10 days before the expiration date of this Coverage Part.

14. Mortgageholders and Lender Loss Payees

- a. We will pay each of the following for their interest in covered loss or damage, as stated in the Property Choice - Schedule of Premises and Coverages or by endorsement in the order of their precedence, as their interest may appear:

(1) **Mortgageholder** for their interest in buildings or structures. The term mortgageholder includes trustees.

The company and the documents it business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

(2) **Lender** for their interest as a creditor, established by such written instruments as warehouse receipts, a contract for deed, bills of lading, financing statements; or mortgages, deeds of trust, or security agreements.

- b. The applicable mortgageholder or lender has the right to receive loss payment even if they have started foreclosure or similar action on the property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the applicable mortgageholder or lender will still have the right to receive loss payment if such mortgageholder or lender:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder or lender.

All of the terms of this Coverage Part will then apply directly to the mortgageholder or lender.

- d. If we pay the mortgageholder or lender for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
- (2) The mortgageholder's or lender's right to recover the full amount of their applicable claims will not be impaired.

At our option, we may pay to the mortgageholder or lender the whole principal on the mortgage or debt plus any accrued interest. In this event:

- i. For mortgageholder relationships, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us;
- ii. For lender relationships, you will pay your debt to us.
- e. If we cancel this policy, we will give written notice to the mortgageholder or lender at least:

(1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

- f. If we elect not to renew this policy, we will give written notice to the mortgageholder or lender at least 10 days before the expiration date of this Coverage Part.

15. No Benefit to Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

16. Other Insurance

- a. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
- b. If there is other insurance covering the same loss or damage, other than that described in 16. a. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

17. Policy Period

In this Coverage Part, we only cover direct physical loss or direct physical damage which occurs during the policy period stated in the Declarations.

18. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the applicable Limit of Insurance.

You will pay us the amount of all recoveries of Accounts Receivable you receive for a loss paid by us. But any recoveries in excess of the amount we have paid belong to you.

19. Standard Fire Policy

If the company Standard Fire Policy (165 Lines) is required by state statute to be attached to this business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

policy, only the provisions of the Standard Fire Policy that are broader than the provisions contained in this policy shall apply.

20. Transfer of Rights of Recovery Against Others To Us (Subrogation)

If any person or organization to whom or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a covered loss or damage, or
- b. After a covered loss only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm that you own or control;
 - (3) A business firm or individuals, that owns or controls you; or
 - (4) Your tenant.

This written waiver will not restrict your insurance.

Exceptions:

- (i) For their interest in building repair or construction, you may not waive your rights to recover damages from architects or engineers except as agreed to in writing by us.
- (ii) For property in the due course of transportation, we will not pay for loss or damage if you impair our rights to recover damages from any carrier for hire, bailee or third party.

However, you may accept bills of lading, receipts or contracts of transportation from carriers for hire, which contain a limitation of value.

B. YOUR GENERAL DUTIES IN EVENT OF LOSS

1. In event of loss or damage, you must see that the following are done:
 - a. **Notify Police**
Notify the police if a law may have been broken.
 - b. **Notify Us**
Give us prompt notice of the loss or damage. Include a description of the property involved.
As soon as possible, give us a description of how, when and where the loss or damage occurred.

We will not deny coverage due to your unintentional failure to notify us about the occurrence of loss or damage provided notice is give as soon as practicable after you become aware of such loss or damage.

c. Protect Property

Take all reasonable steps to protect the property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the applicable Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss.

Also, if feasible, set the damaged property aside and in the best possible order for examination.

d. Take Inventory

At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

e. Inspect Property, Books

As often as may be reasonably required, permit us to:

- (1) Inspect the damaged and undamaged property and take samples for testing and analysis.
- (2) Examine and make copies of your books and records Including electronic records and data.

f. Proof of Loss

Send us a signed, sworn proof of loss containing the information we request during our investigation of your claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

g. Cooperate

Cooperate with us in the investigation or settlement of the claim.

h. Resumption of Business

If you intend to continue in business, you must resume all or part of your business operations as quickly as possible.

2. Examination Under Oath

We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's

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books and records. In the event of an examination, an insured's answers must be signed.

C. DEFINITIONS

1. **"Building Glass"** means glass that is part of the building or structure, including solar heating panels, glass building blocks, skylights, glass doors and windows and their encasement frames, alarm tape, lettering and ornamentation.

This does not include art glass, half tone screens, lenses, memorial windows, mosaic art, rotogravure screens or any stained glass.

2. **"Computer Equipment"** includes the following equipment:
 - a. Computer hardware, laptops, Personal Digital Assistants, including micro-processors and related component parts;
 - b. Peripheral equipment, such as printers and modems;
 - c. Computer network equipment; and
 - d. Electronic communications equipment.
3. **"Computer Media and Data"** means:
 - a. Prepackaged software programs and instructional material purchased for use with your computer system;
 - b. Electronic data processing, recording or storage media such as films, tapes, cards, discs, drums or cells; and
 - c. Data and programming records used for electronic data processing or electronically controlled equipment stored on such media.

"Computer Media and Data" does not mean "Money" or "Securities".

4. **"Fungus"** means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
5. **"Money"** means:
 - a. Currency, coins and bank notes; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
6. **"Policy Year"** means the period of time that:
 - a. Begins with the inception or anniversary date of this policy; and
 - b. Ends at the expiration or at the next anniversary date of this policy.
7. **"Pollutants and Contaminants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemical and waste, or

any other material which causes or threatens to cause physical loss, damage, impurity to property, unwholesomeness, undesirability, loss of marketability, loss of use of property or which threatens human health or welfare. Waste includes materials to be recycled, reconditioned or reclaimed.

8. **"Scheduled Premises"** means any premises listed by location address in the Scheduled Premises section of the Property Choice Schedule of Premises and Coverage.

9. **"Securities"** means negotiable and non-negotiable instruments or contracts representing either "Money" or other property and includes:
 - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter); and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not of your own issue;

but does not include "Money".
Lottery tickets held for sale and Postage stamps in current usage are not "Securities".

10. **"Sinkhole Collapse"** means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or similar rock formations.

This cause of loss does not include:

- a. The cost of filling sinkholes; or
- b. Sinking or collapse of land into man-made underground cavities.

11. **"Specified Causes of Loss"** means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; "Sinkhole Collapse"; "Volcanic Action"; falling objects; weight of snow, ice or sleet; water damage, "Sprinkler Leakage"; "Theft"; or "Building Glass" breakage.

- a. Falling objects does not include loss or damage to:
 - (1) Personal property in the open; or
 - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall or the building structure is first damaged by a falling object.

- b. Water damage means the damage resulting from the accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam.

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12. "Sprinkler Leakage" means a leakage or discharge of a substance (except halon) from an Automatic Fire Extinguishing System, including collapse of a tank that is part of the system.

13. "**Stock**" means merchandise held in storage or for sale, raw materials, and goods in-process or finished.

14. "**Tenant Improvements and Betterments**" means fixtures, alterations, installations or additions made a part of the Building you occupy but do not own; and:

- a. Made at your expense; or
- b. You acquired from the prior tenant at your expense; and

you cannot legally remove.

Tenant Improvements and Betterments includes fences, signs, and radio or television towers, antennas and satellite dishes (including attached equipment).

15. "**Theft**" means any act of stealing except as defined in the Property Choice Common Crime Coverages Form.

16. "**Valuable Papers**" means: Inscribed, printed or written documents, manuscripts, patterns or records including abstracts, books, deeds, drawings, films, maps or mortgages.

"**Valuable Papers**" does not mean:

- (1) "Money" or "Securities", whether or not in current circulation.
- (2) Property that cannot be replaced with other property of like kind and quality.
- (3) Fine Arts or Accounts Receivable.

17. "**Volcanic Action**" means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- a. Airborne volcanic blast or airborne shock waves;
- b. Ash, dust or particulate matter; or
- c. Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to property.

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PROPERTY CHOICE - COVERED CAUSES OF LOSS AND EXCLUSIONS FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Form PC 00 90 **PROPERTY CHOICE CONDITIONS AND DEFINITIONS** for definitions.

COVERED CAUSES OF LOSS

Covered Causes of Loss means direct physical loss or direct physical damage that occurs during the Policy Period and in the Coverage Territory unless the loss or damage is excluded in the GENERAL EXCLUSIONS or the SPECIFIC EXCLUSIONS or as provided in the Additional Coverage – Equipment Breakdown or by endorsement.

A. GENERAL EXCLUSIONS

We will not pay for loss or damage caused by, resulting from, or arising out of any acts, errors, or omissions by you or others in any of the following activities, regardless of any other cause or event that contributes concurrently, or in any sequence to the loss or damage:

1. Planning, zoning, developing, surveying, testing or siting property;
2. Establishing or enforcing any building code, or any standard, ordinance or law about the construction, use or repair of any property or materials, or requiring the tearing down of any property, including the removal of its debris;
3. Any of the following performed to or for any part of land, buildings, roads, water or gas mains, sewers, drainage ditches, levees, dams, other structures or facilities, or to or for any Covered Property:
 - a. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction; or
 - b. Furnishing of work, materials, parts or equipment in connection with the design, specifications, workmanship, repair, construction, renovation, remodeling, grading or compaction; or
4. Maintenance.

But if a maintenance loss results in a Covered Cause of Loss to Covered Property, we will only pay for the ensuing covered loss or ensuing covered damage caused by that Covered Cause of Loss.

The GENERAL EXCLUSIONS apply whether or not the property or facilities described above are:

1. Covered under this policy; or
2. On or away from the insured premises.

B. SPECIFIC EXCLUSIONS

1. Accounting Errors

We will not pay for loss or damage caused by, resulting from, or arising out of error or omissions in accounting, arithmetical, bookkeeping, or billing.

2. Animals

We will not pay for loss or damage to animals unless caused by a "Specified Cause of Loss".

All other loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

3. Change of Temperature, Dampness or Dryness

a. We will not pay for loss or damage to personal property caused by, resulting from, or arising out of:

- (1) Dampness or dryness of atmosphere; or
- (2) Changes in or extremes of temperature.

But if direct physical loss or direct physical damage by a Covered Cause of Loss ensues to Covered Property, we will pay only for such ensuing loss or damage.

b. This Exclusion does not apply to:

- (1) "Computer Equipment" and "Computer Media and Data" and "Valuable Papers";

(2) Accounts Receivable and Fine Arts Additional Coverages; and

(3) Coverage provided for Spoilage under the Equipment Breakdown - Additional Coverage.

4. Collapse (relating to Earthquake or Flood)

We will not pay for loss or damage caused by, resulting from, arising out of, or in any way related to the collapse, cracking, separating, shrinking, bulging, expansion, shifting, rising, settling, sinking, lateral movement or other movement, or other loss or damage to buildings or structures, including concrete or paved surfaces, which would not have occurred but for an Earthquake or Flood.

5. Delay, Loss of Use or Loss of Market

We will not pay for loss or damage caused by, resulting from, or arising out of delay, loss of use, or loss of market.

6. Dishonest Acts

a. We will not pay for loss or damage caused by, resulting from, or arising out of dishonest or criminal acts by you, any of your partners, members, managers, employees, directors, officers, trustees, authorized representatives or anyone else to whom you entrust the property for any purpose:

(1) Acting alone or in collusion with others; or

(2) Whether or not occurring during the hours of employment.

b. In this Exclusion, your employees include leased and contracted employees and software contractors.

c. This Exclusion does not apply to:

(1) Property entrusted to carriers for hire; or

(2) Acts of destruction by your "employees".

7. Docks, Piers, Wharves

a. We will not pay for loss or damage caused by, resulting from, or arising out of action of water or ice to bulkheads, docks, piers, seawalls, wharves, or property on such structures.

b. But if direct physical loss or direct physical damage by a "Specified Cause of Loss" ensues to Covered Property, we will pay only for such ensuing loss or damage.

8. Earthmovement

a. We will not pay for loss or damage caused by, resulting from, arising out of, or in any way related to:

(1) Earthquake, meaning a shaking or trembling of the earth's crust, caused

by underground tectonic forces resulting in breaking, shifting, rising, settling, sinking or lateral movement or other movement, including any related earth sinking, rising or shifting;

(2) Landslide, including any related earth sinking, rising or shifting;

(3) Subsidence of a man-made mine, whether or not mining activity has ceased;

(4) Earth sinking (other than "Sinkhole Collapse"), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other part of buildings or structures. Soil conditions included contraction, expansion, freezing, thawing, erosion, improper compaction of soil and the action of water under the ground surface.

But if direct physical loss or direct physical damage by fire or explosion ensues to Covered Property, we will pay only for such ensuing loss or damage.

b. This Exclusion applies whether or not caused by a weather condition.

c. This exclusion applies whether or not the loss event results in widespread damage or effects a substantial area.

9. Flood, Water, and Water Under the Ground

a. We will not pay for loss or damage caused by, resulting from, arising out of, or in any way related to:

(1) Flood, which means:

(a) Surface water, waves, tidal water, tidal waves, tsunamis, or overflow of any natural or man made body of water from its boundaries, all whether driven by wind or not.

(b) Mudslide or mudflow, meaning a river or flow of liquid mud directly or indirectly caused by flooding or the accumulation of water under the ground.

(c) Water or other material that backs up or overflows from any sewer, septic tank or drain.

(d) Flood does not include back-up or overflow of water or other material arising from any other origin.

(2) Release of water held by a dam, levee or dike or by a water or flood control device, or

(3) Water under the ground surface pressing on, or flowing or seeping through.

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- (a) Foundations, walls, floors or paved surfaces;
- (b) Basements, whether paved or not; or
- (c) Doors, windows or other openings.
- b. This Exclusion applies whether or not caused by a weather condition.
- c. If direct physical loss or direct physical damage by fire, explosion or "Sprinkler Leakage" ensues to Covered Property, we will pay only for such ensuing loss or damage.
- d. This exclusion applies whether or not the loss event results in widespread damage or effects a substantial area.

10. "Fungus", Wet Rot, Dry Rot, Bacteria or Virus

- a. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss:
 - (1) Presence, growth, proliferation, spread or any activity of "fungus", wet rot, dry rot, bacteria or virus.
 - (2) But if "fungus", wet rot, dry rot, bacteria or virus results in a "specified cause of loss" to Covered Property, we will pay for the loss or damage caused by that "specified cause of loss".
- b. This exclusion does not apply:
 - (1) When "fungus", wet or dry rot, bacteria or virus results from fire or lightning; or
 - (2) To the extent that coverage is provided in the Additional Coverage(s) - "Fungus", Wet Rot, Dry Rot, Bacteria or Virus - Limited Coverage with respect to loss or damage by a cause of loss other than fire or lightning.
- c. This exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.

11. Governmental Action

- a. We will not pay for loss or damage caused by or resulting from, or arising out of the seizure or destruction of property by order of governmental authority.
- b. But we will pay for covered loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to

prevent its spread, if the fire would be covered under this Coverage Part.

- c. This exclusion applies whether or not the loss event results in widespread damage or effects a substantial area.
- d. This exclusion does not apply to coverage as provided under the Ordinance or Law additional Coverage(s).

12. Missing Property

We will not pay for loss caused by, resulting from, or arising out of the disappearance of property when there is no clear evidence to show what happened to it. This would include a shortage disclosed on taking inventory or auditing records. This Exclusion does not apply to property in the custody of a carrier for hire.

13. Neglect to Protect Property

We will not pay for loss or damage caused by, resulting from, or arising out of your neglect to use all reasonable means to save and preserve property from further damage at and after time of the direct physical loss or damage.

14. Nesting or Infestation

- a. We will not pay for loss or damage caused by, resulting from, or arising out of nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.
- b. If direct physical loss or direct physical damage by a Covered Cause of Loss ensues to Covered Property, we will pay only for such ensuing loss or damage.
- c. This Exclusion does not apply to:
 - (1) "Computer Equipment", "Computer Media and Data" and "Valuable Papers"; and
 - (2) Accounts Receivable and Fine Arts Additional Coverages.

15. Nuclear Hazard

- a. We will not pay for loss or damage caused by, resulting from, or arising out of, or in any way related to nuclear reaction, nuclear radiation or radioactive contamination, however caused.
- b. If direct physical loss or direct physical damage by fire ensues, we will pay only for such ensuing loss or damage.
- c. This exclusion applies whether or not the loss event results in widespread damage or effects a substantial area.

16. Ordinance or Law

- a. We will not pay for loss or damage caused by, resulting from, or arising out of the enforcement of any ordinance or law.

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- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.
- b. This Exclusion applies whether the loss results from:
 - (1) An ordinance or law that is enforced even if the property has not been damaged; or
 - (2) The increased costs incurred to comply with an ordinance or law while in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.
- c. This exclusion applies whether or not the loss event results in widespread damage or effects a substantial area.

17. "Pollutants and Contaminants"

- a. We will not pay for loss or damage caused by, resulting from, arising out of, or in any way related to the discharge, dispersal, seepage, migration, release or escape of "Pollutants and Contaminants".
- b. If direct physical loss or direct physical damage by a "Specified Cause of Loss" ensues to Covered Property, we will pay only for such ensuing loss or damage.
- c. This Exclusion does not apply if the discharge, dispersal, seepage, migration, release or escape is itself caused by a "Specified Cause of Loss".
- d. This Exclusion does not apply to:
 - (1) "Computer Equipment", "Computer Media and Data" and "Valuable Papers";
 - (2) Accounts Receivable, Business Travel, Exhibitions, Fine Arts and Transit Additional Coverages; or
 - (3) The accidental or malicious application of chemicals to glass that is a part of a building, structure or showcase.

18. Programming Errors and Computer Deficiency

- a. We will not pay for loss or damage caused by, resulting from, or arising out of:
 - (1) Error or omission in computer programming, data entry or

instructions to a computer or electronically controlled equipment;

- (2) Error or deficiency in the design, installation, maintenance, repair or modification of "Computer Equipment" and software.

- b. If direct physical loss or direct physical damage by a "Specified Cause of Loss" ensues to Covered Property, we will pay only for such ensuing loss or damage.

19. Rain, Snow, Ice, Sleet to Property in the Open

We will not pay for loss or damage caused by, resulting from, or arising out of rain, snow, ice or sleet to personal property while in the open. This Exclusion does not apply to property in the custody of a carrier for hire.

20. Settling, Cracking to Buildings or Structures

- a. We will not pay for loss or damage caused by, resulting from, or arising out of settling, cracking, shrinking or expansion of buildings or structures, bridges, roadways, walks, patios or concrete or paved surfaces.
- b. If direct physical loss or direct physical damage by a Covered Cause of Loss ensues to Covered Property, we will pay only for such ensuing loss or damage.

21. Smoke (Agricultural or Industrial)

We will not pay for loss or damage to buildings or outdoor property caused by, resulting from, or arising out of smoke, vapor or gas from agricultural smudging or industrial operations.

22. Testing

- a. We will not pay for loss or damage caused by, resulting from, or arising out of any of the following tests:
 - (1) A hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel; or
 - (2) An insulation breakdown test of any type of electrical equipment.
- b. If direct physical loss or direct physical damage by a "Specified Cause of Loss" ensues to Covered Property, we will pay only for such ensuing loss or damage.

23. Theft of Laptops as Checked Baggage

We will not pay for loss or damage caused by, resulting from, or arising out of the "theft" of

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laptop, palmtop and similar portable equipment while as checked baggage.

24. Unauthorized Transfer of Property

We will not pay for loss caused by, resulting from, or arising out of the transfer of property that has been transferred to any person or to any place outside your premises on the basis of unauthorized instructions.

25. Unauthorized Viewing, Copying of Computer Media and Data

We will not pay for financial loss or any other loss or damage due to unauthorized viewing, copying or use of any data (including proprietary or confidential information) by any person, even if such activity is characterized as "theft".

26. Utility Services Interruption

- a. We will not pay for loss or damage caused by, resulting from, arising out of, or in any way related to the failure of power, communication, water or other utility service supplied to the insured premises, however caused, if the failure originates away from insured premises. Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Communication services include but are not limited to service relating to internet access or access to any electronic, cellular or satellite network.

- b. This Exclusion applies whether or not caused by a weather condition.
- c. If direct physical loss or direct physical damage by a Covered Cause of Loss ensues to Covered Property, we will pay only for such ensuing loss or damage.
- d. This exclusion applies whether or not the loss event results in widespread damage or effects a substantial area.
- e. This Exclusion does not apply to:
 - (1) "Computer Equipment" and "Computer Media and Data" and "Valuable Papers";
 - (2) Accounts Receivable and Fine Arts Additional Coverages; and
 - (3) Coverage provided under the Utility Service Additional Coverage(s).
 - (4) Coverage provided under the Website and Internet Services Additional Coverage.

27. Voluntary Parting

We will not pay for loss or damage caused by or resulting from voluntary parting with any

property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

28. War, Military Action

- a. We will not pay for loss or damage caused by, resulting from, arising out of, or in any way related to:
 - (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- b. This exclusion applies whether or not the loss event results in widespread damage or effects a substantial area.

29. Workmanship

- a. We will not pay for the cost of correcting defects in Covered Property, or loss or damage to Covered Property that was caused by, resulting from, or arising out of work done on Covered Property by you, your employees, or others working on your behalf.
- b. If direct physical loss or direct physical damage by a "Specified Cause of Loss" ensues to Covered Property or Equipment Breakdown Accident ensues to Equipment Breakdown Equipment, we will pay only for such ensuing loss or damage.

30. Other Exclusions

We will not pay for loss or damage caused by, resulting from, or arising out of:

- a. Wear and tear, or change in color, texture, or finish;
- b. Rust, corrosion, fungus, decay, or deterioration;
- c. Hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- d. Smog; or
- e. Shrinkage, evaporation, or loss of weight of "Stock".

But if direct physical loss or direct physical damage by a Covered Cause of Loss ensues

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to Covered Property, we will pay only for such ensuing loss or damage.

C. Theft Limitations to Specific Types of Covered Property

For loss or damage by "theft", the following types of property are covered only up to the following Limits of Insurance:

1. \$5,000 for furs, fur garments and garments trimmed with fur.
2. \$5,000 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals.

This limitation does not apply to:

- a. Jewelry and watches worth \$100 or less per item; or
- b. Gold, gold salts, silver, platinum, precious and semi-precious alloys, metals or stones used in the manufacture of your products, other than jewelry manufacturing or repair.
3. \$1,000 for stamps, tickets and letters of credit.
4. \$ 250 for employee tools.

D. Additional Coverage - Equipment Breakdown

The term Covered Causes of Loss includes the Additional Coverage – Equipment Breakdown as defined and limited below:

1. Equipment Breakdown

- a. This insurance is extended to apply to loss or damage caused by or resulting from an Equipment Breakdown Accident to Equipment Breakdown Property.
- b. Equipment Breakdown Accident means direct physical loss as follows:
 - (1) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
 - (2) Artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires;
 - (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
 - (4) Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
 - (5) Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any

condition or event inside such boilers or equipment.

c. Equipment Breakdown Property means Covered Property:

- (1) that generates, transmits or utilizes energy, including electronic communications and data processing equipment; or
- (2) which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

d. The following is not Equipment Breakdown Property:

- (1) Any structure, foundation, cabinet, compartment or air supported structure or building;
- (2) Any insulating or refractory material;
- (3) Any sewer piping, any underground vessels or piping, any piping forming a part of a sprinkler system or water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
- (4) Any draglines, excavation or construction equipment; or
- (5) Any equipment manufactured by you for sale.
- (6) Any satellite, or any equipment mounted on a satellite.
- (7) Any vehicle or any equipment mounted on a vehicle. As used here, vehicle means any machine or apparatus that is used for transportation or moves under its own power. Vehicle includes, but is not limited to, car, truck, bus, trailer, train, aircraft, spacecraft, watercraft, forklift, bulldozer, tractor or harvester. However, any property that is stationary, permanently installed at a "scheduled premises" and that receives electrical power from an external power source will not be considered a vehicle.

e. Limit of Insurance: The most we will pay in any one Equipment Breakdown Accident to Equipment Breakdown Property is the lesser of the applicable Limit of Insurance for:

- (1) Building and Business Personal Property or Business Interruption as

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shown in the Property Choice Schedule of Premises and Coverages or

- (2) Equipment Breakdown Limit of Insurance as shown in the Property Choice Schedule of Premises and Coverages.

2. The following Coverage Extensions apply to loss or damage to Covered Property caused by or resulting from an Equipment Breakdown Accident to Equipment Breakdown Property:

a. CFC Refrigerants

We will pay for the additional costs to repair or replace Covered Property beyond what would have been necessary had no refrigerant containing CFC (chlorinated fluorocarbon) substances been involved in the Equipment Breakdown Accident.

The most we will pay for each occurrence of covered loss or damage under this Coverage Extension is the CFC Refrigerants Limit of Insurance stated in the Property Choice Schedule of Premises and Coverages, but not more than the least amount to:

- (1) Repair the damaged property and replace any lost CFC refrigerant;
- (2) Repair the damaged property, retrofit the system to accept a non-CFC refrigerant and charge the system with a non-CFC refrigerant; or
- (3) Replace the system with one using a non-CFC refrigerant.

This Coverage Extension is included within the Covered Property Limit of Insurance.

b. Hazardous Substances

We will pay for the additional costs to repair or replace Covered Property beyond what would have been necessary had the Equipment Breakdown Accident not caused contamination by a Hazardous Substance. This includes the additional expenses to clean up or dispose of such property.

As used in this Coverage Extension, Hazardous Substance means any substance that has been declared to be hazardous to health by a governmental agency.

The most we will pay for each occurrence of covered loss or damage under this Coverage Extension is the Hazardous

Substances Limit of Insurance stated in the Property Choice Schedule of Premises and Coverages.

This Coverage Extension is included within the Covered Property Limit of Insurance.

c. Spoilage

We will pay for your loss of perishable goods due to:

- (1) Spoilage; or
- (2) Contamination caused by the release of refrigerants, including but not limited to ammonia; caused by or resulting from an Equipment Breakdown Accident to Equipment Breakdown Property located at the premises.

We will not pay for loss or damage as a result of your failure to use all reasonable means to protect the perishable goods from damage following an Equipment Breakdown Accident.

We will also pay any necessary expenses you incur to reduce the amount of loss under this coverage. We will pay for such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

If you are unable to replace the perishable goods before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the perishable goods at the time of the Equipment Breakdown Accident, less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with the Valuation condition.

As used in this Coverage Extension, perishable goods means personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.

The most we will pay for in any one occurrence under this Coverage Extension is the Spoilage Limit of Insurance as stated in the Property Choice Schedule of Premises and Coverages.

This is included within the Covered Property Limit of Insurance.

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d. Expediting Expenses (Related to Equipment Breakdown)

(1) In the event of a loss or damage caused by or resulting from an Equipment Breakdown Accident to Equipment Breakdown Property at "Scheduled Premises", "Newly Acquired Premises", and "Unnamed Premises", we will pay for the reasonable and necessary additional expenses you incur to:

- (a) Make temporary repairs;
- (b) Expedite permanent repair or replacement of damaged property; or
- (c) Provide training on replacement machines or equipment.

(2) This includes overtime wages, the extra cost of express or other rapid means of transportation, and expenses to bring computer systems back to operational status.

(3) The most we will pay under this Coverage Extension is the applicable limit of insurance as shown in Property Choice Schedule of Premises and Coverages - Causes Of Loss – Additional Coverage - Equipment Breakdown Expediting Expenses. This is an additional amount of insurance.

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Form PC 10 10 01 11

PROPERTY CHOICE



PROPERTY CHOICE - SPECIAL BUSINESS INCOME COVERAGE FORM (BUSINESS INTERRUPTION)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Form PC 00 90 **PROPERTY CHOICE CONDITIONS AND DEFINITIONS** for definitions.

A. COVERAGE

We will pay up to the Special Business Income Limit of Insurance stated in the Property Choice - Schedule of Premises and Coverages for the actual loss of Business Income you sustain and the actual, necessary and reasonable Extra Expense you incur due to the necessary interruption of your business operations during the Period of Restoration due to direct physical loss of or direct physical damage caused by or resulting from a Covered Cause of Loss to property at "Scheduled Premises" where a limit of insurance is shown for Special Business Income. If you are a tenant, this Coverage applies to that portion of the building which you rent, lease or occupy, and extends to common service areas and access routes to your area.

Definitions

1. Business Income means:

- a. Net Income (Net Profit or Net Loss before income taxes), including Rental Income and Royalties, that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including payroll.
- c. For educational operations, Business Income also includes income from:
 - (1) Tuition and related student fees including room, board, laboratories and other similar fees;
 - (2) Bookstores;

(3) Athletic events; or

(4) Activity related to research grants.

- d. For manufacturing businesses, Net Income also includes the net sales value of production.
 - e. For research and development operations, Business Income also includes awarded contract revenues, licensing fees, consulting fees, funding grants and progress (milestone) payments.
 - f. As respects all insureds if you are operating at a Net Loss, continuing normal operating expenses will be offset by the Net Loss.
2. Extra Expense means the necessary and reasonable additional expenses you incur during the Period of Restoration that exceed the normal expenses that you would have incurred if there had been no direct physical loss or no direct physical damage to property caused by or resulting from a Covered Cause of Loss.
- a. We will pay Extra Expense (other than the expense to repair or replace property) to:
 - (1) Avoid or minimize the interruption of business and to continue business operations at the insured premises or at temporary locations, including relocation expenses and costs to

equip and operate a temporary location.

- (2) Minimize the interruption of business if you cannot continue operating.
- b. Extra Expense Coverage does not apply to:
 - (1) Any deficiencies in insuring any real or personal property; or
 - (2) Any expense related to any recall of products you manufacture, handle or distribute.
- c. We will also pay Extra Expense to repair or replace property, but only to the extent Extra Expense incurred reduces the actual amount of Business Income loss that otherwise would have been payable under this Coverage Form.
- 3. Interruption means the slowdown or cessation of any part of your business activities or the partial or total untenantability of the premises.
- 4. a. Period of Restoration means the period of time that:
 - (1) Begins at the time the Covered Cause of Loss occurred; and
 - (2) Ends on the earlier of:
 - (a) The date when the property should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (b) The date when business is resumed at a new permanent location.

The expiration date of this policy will not cut short the Period of Restoration.

- b. For buildings under construction or undergoing additions or alterations, if the direct physical loss or direct physical damage delays the start of business operations, the Period of Restoration will begin on the date business operations would have begun had the direct physical loss or direct physical damage not occurred.
- c. For educational institutions, the Period of Restoration ends on the earlier of:
 - (1) The day before the opening of the next school term following the date the property should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (2) The date when the school term is resumed at a new permanent location.

- d. Period of restoration does not include any increased period required due to the enforcement of any ordinance or law that:

- (1) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "Pollutants and Contaminants", except as covered in the "Pollutants and Contaminants" Clean Up Additional Coverage; or
- (2) Regulates the construction, use or repair, or requires the tearing down of any property, except as covered in the Ordinance or Law Additional Coverage.

- 5. Rental Income/Rental Value means Business Income that consists of:

- a. Net Income (Net Profit or Net Loss before income taxes) that would have been earned or incurred as income from tenant occupancy of the "Scheduled Premises" as furnished and equipped by you including fair rental value of any portion of the "Scheduled Premises" which is occupied by your tenants or you as a tenant; and
- b. Continuing normal operating expenses incurred in connection with that premises including:
 - (1) Payroll; and
 - (2) The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.
- c. If you are operating at a Net Loss, continuing normal operating expenses will be offset by the Net Loss.

B. COVERED CAUSES OF LOSS, EXCLUSIONS AND LIMITATIONS

- 1. See Property Choice - Covered Causes of Loss and Exclusions Form.
- 2. The following Exclusions apply in addition to the Exclusions found in the Property Choice - Covered Causes of Loss and Exclusions Form attached to this Coverage Form:

a. Contract, Lease or License Cancellation

We will not pay for any increase of loss caused by or resulting from suspension, lapse or cancellation of any contract, lease or license (including consultation and funding grants). But if such

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directly caused by a covered interruption of business operations, we will pay for such loss that affects your Business Income during the Period of Restoration and any extension of the Period of Restoration in accordance with the terms of the Extended Income Additional Coverage or any variation of these.

b. Manufactured "Stock"

We will not pay for any loss caused by or resulting from damage or destruction of or the time required to reproduce "Stock" you have finished manufacturing.

c. Satellite Communications

We will not pay for any loss caused by or resulting from the disruption of communications or service to or from any satellite however caused. But this exclusion does not apply to land based satellite dishes.

d. Strike Interference

We will not pay for any increase of loss caused by or resulting from delay in rebuilding, repairing or replacing the property or resuming business operations, due to interference at the location of the rebuilding, repair or replacement by strikers or other persons.

C. LIMITS OF INSURANCE

The most we will pay for loss in any one occurrence is the smallest applicable Limit of Insurance shown in the Property Choice Declarations, Schedules, Coverage Form(s) or Endorsement(s).

D. DEDUCTIBLE

We will not pay for loss in any one occurrence until the amount of loss incurred by you in this Coverage Form exceeds the applicable Waiting Period stated in the Property Choice Schedule of Premises and Coverages or Endorsement(s). No other deductible applies to this coverage.

E. LOSS CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and all of the Conditions found in the Property Choice Conditions and Definitions Form:

1. Resumption of Business

If you intend to continue in business, you must resume all or part of your business operations as quickly as possible.

2. Loss Determination

a. Business Income

The amount of Business Income loss will be determined based on:

- (1) The Net Income of the business before the direct physical loss or direct physical damage occurred;
- (2) The likely Net Income of the business if no physical loss or no physical damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses.
- (3) The operating expenses, including payroll expenses, necessary to resume business operations with the same quality of service that existed just before the direct physical loss or direct physical damage, and
- (4) Other relevant sources of information, including:
 - (a) Your financial records and accounting procedures;
 - (b) Bills, invoices and other vouchers; and
 - (c) Deeds, liens or contracts.

b. Extra Expense

The amount of Extra Expense will be determined based on:

- (1) All expenses that exceed the normal operating expenses that would have been incurred by business operations during the Period of Restoration if no direct physical loss or if no direct physical damage had occurred. We will deduct from the total of such expenses:
 - (a) The salvage value that remains of any property bought for temporary use during the Period of Restoration, once business operations are resumed; and
 - (b) Any Extra Expense that is paid for by other insurance.
- (2) All necessary and reasonable expenses that reduce the Business Income otherwise incurred.

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3. Reductions in Amount We Pay

- a.** We will reduce the amount of the Business Income loss payment to the extent you can resume your business operations, in whole or in part, by using:
 - (1)** Damaged or undamaged property (including merchandise or "stock") at the insured premises or elsewhere;
 - (2)** Any other available source of materials or other outlet for your products.
- b.** We will reduce the amount of Extra Expense loss payment to the extent you can return operations to normal and discontinue Extra Expenses.
- c.** If you do not resume business operations, or do not resume business operations as quickly as possible, we will pay based on the length of time it would have taken to resume business operations as quickly as possible.
- d.** We will reduce the amount of the Business Income loss payment to the extent that the reduction in volume of business income from the affected income channel is offset by an increase in the volume of business from other income channels.

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PROPERTY CHOICE COVERAGE FORM

(PROPERTY)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Property Choice Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Form PC 00 90 **PROPERTY CHOICE CONDITIONS AND DEFINITIONS** for definitions.

A. COVERAGE

We will pay for direct physical loss of or direct physical damage to the following types of Covered Property caused by or resulting from a Covered Cause of Loss. Covered Property, as used in this Coverage Part, means the type of property described in this Section, **A.1.** Covered Property for which a Limit of Insurance and a premises address is shown in the Property Choice - Schedule of Premises and Coverages.

1. Covered Property

a. Building means buildings or structures that:

- (1) You own; or
 - (2) Are responsible for insuring.
- Building also includes:
- (1) Buildings or structures in the course of construction;
 - (2) Alterations, repairs or additions to the building;
 - (3) Foundations;
 - (4) Underground pipes, flues or drains necessary for the service of the building;
 - (5) Excavations, grading, backfilling or filling that are necessary to repair, rebuild or replace the building or its foundation;
 - (6) Permanently installed machinery and equipment;
 - (7) Awnings, "Building Glass" and floor coverings;
 - (8) Materials, equipment and supplies, used in the construction, alteration or repair of buildings;
 - (9) Radio or television towers, antennas and satellite dishes (including

attachments), fences, signs and other outdoor fixtures;

- (10) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- (11) Property owned by you for the maintenance or service of the building or its premises, including fire extinguishing equipment, alarm, communication and monitoring systems, and lawn maintenance or snow removal equipment;
- (12) Retaining walls attached to buildings;
- (13) Swimming pools whether or not attached to the building;
- (14) Appurtenant structures whether or not attached to the building;
- (15) Electronic car charging stations;
- (16) Walks, roadways, patios or other paved surfaces at a "Scheduled Premises".

b. Business Personal Property

- (1) Business Personal Property means:
 - (a) All of Your Business Personal Property owned by your business; and
 - (b) Business Personal Property owned by others, that is in your care, custody or control (including leased property as provided in a written lease agreement);
- (2) Business Personal Property also includes:
 - (a) Furniture, fixtures, machinery and equipment;
 - (b) "Stock";

- (c) "Computer Equipment";
- (d) "Computer Media and Data" and "Valuable Papers";
- (e) Patterns, dies, molds and forms;
- (f) Your interest in the labor, materials or services furnished or arranged by you on Business Personal Property you have installed or repaired;
- (g) "Tenant Improvements and Betterments";
- (h) Tools and equipment owned by your employees that are used in your business operations;
- (i) Building components while removed from the premises for service or repair;
- (j) Lottery tickets held for sale and postage stamps in current usage;
- (k) Electronic car charging stations if not covered under Building.

(3) Coverage applies to Business Personal Property up to 1000 feet outside the premises boundary.

2. Property Not Covered

Covered Property does not include the following unless an endorsement is added to this Coverage Part:

- a. Accounts, bills, currency, food stamps or other evidences of debt, "money", notes or "securities".
- b. Animals, except animals inside buildings, and:
 - (1) Owned by others and boarded by you; or
 - (2) Owned by you as "Stock".
- c. Property owned by and for exclusive personal use by you or your officers, members, partners or employees.
- d. Property owned by your residents, patients, or students.
- e. Property owned by your tenants.
- f. Contraband, or property in the course of illegal transportation or trade.
- g. Growing crops or standing timber.
- h. Grain, hay, straw or other crops which have been harvested, but are outside of buildings or structures.
- i. Outdoor trees, shrubs, plants and sod (other than those held for sale) and lawns.
- j. Land (including land on which the property is located), land values, water (except water

contained within any storage tank, for use in your manufacturing or processing operations), dams, underground mines, and caverns.

- k. Vehicles, and self-propelled machines, including aircraft and watercraft, except the following are Covered Property:

- (1) Vehicles and self-propelled machines, (including aircraft and watercraft) that you manufacture, process, warehouse or hold for sale (except automobiles held for sale) while located at insured premises;
- (2) Vehicles and self-propelled machines, (except aircraft and watercraft) that you operate principally on your insured premises, that are not licensed or registered for use on public roads; and
- (3) Canoes and rowboats while out of the water at insured premises.

- l. Business Personal Property that you have sold under:

- (1) Conditional sale;
- (2) Trust agreement;
- (3) Installment payment;
- (4) Other deferred payment plan; or
- (5) Other agreement under which you have retained a security interest;

- m. Property that is more specifically covered, insured or described under another coverage form of this policy or any other policy, except for the excess of the amount due (whether you can collect on it or not) from that other insurance.

- n. Live eggs and embryos.

- o. Retaining walls not attached to the building.

3. Covered Causes of Loss

See Property Choice - Covered Causes of Loss and Exclusions Form.

B. EXCLUSIONS

See the Property Choice - Covered Causes of Loss and Exclusions Form.

C. LIMITS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the smallest applicable Limit of Insurance shown in the Property Choice Declarations, Schedules, Coverage Form(s) or Endorsement(s).

D. DEDUCTIBLE

We will not pay for direct physical loss or direct physical damage in any one occurrence until the

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amount of loss or damage exceeds the applicable Deductible stated in the Property Choice Schedule of Premises and Coverages or Endorsement(s). We will then pay the amount of loss in excess of the Deductible, up to the applicable Limit of Insurance.

When claim is made for loss or damage to more than one type of property, coverage, premises, or Cause of Loss and different deductible amounts apply in the same occurrence, we will only apply the largest applicable deductible for the item for which claim is made unless specified by endorsement.

E. LOSS PAYMENT AND VALUATION CONDITIONS

Covered Property will be valued at either Replacement Cost or Actual Cash Value, as stated in the Property Choice Schedule of Premises and Coverages and as described below except for the items listed below in item 3. **Specific Property Valuations.** We will not pay more than your financial interest in the lost or damaged property.

1. Replacement Cost

In the event of covered loss or damage, we will determine the value of Covered Property at the actual amount spent to repair, replace or rebuild the damaged property as of the time of the loss or damage, at the same site or another site, subject to the following:

a. We will not pay more for lost or damaged property than the least of:

- (1) The Limit of Insurance applicable to the lost or damaged property;
- (2) The amount it costs to replace, on the same premises, the lost or damaged property with other property:
 - (a) Of comparable material and quality; and
 - (b) Used for the same purpose; or
- (3) The amount you actually spend that is necessary and reasonable to repair or replace the lost or damaged property with other property:
 - (a) Of comparable material and quality; and
 - (b) Used for the same purpose.
- (4) In the event of a total loss to Building property, you may choose to replace your Building property at another premises, however, we will not pay more than the cost to replace the Building property at the original premises.

(5) Replacement Cost does not include any increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

- b. We will pay you on an Actual Cash Value basis until the lost or damaged property is actually repaired, rebuilt or replaced.
- c. If you do not repair, replace or rebuild on the same site or another site within 2 years of the date of loss, we will pay you on an Actual Cash Value basis.
- d. Patterns, dies, molds and forms not in current usage at actual cash value. If loss is paid on an actual cash value basis and within 60 months from the date of the covered loss and you need to repair or replace them, we will pay you, subject to the Conditions of this insurance, the difference between actual cash value and replacement cost when the patterns, dies, molds and forms are actually repaired or replaced.

2. Actual Cash Value

a. We will pay you on an Actual Cash Value basis if:

(1) The valuation of the lost or damaged property is designated in the Property Choice Schedule of Premises and Coverages as Actual Cash Value.

(2) You elect Actual Cash Value as the basis for loss payment at the time of loss or damage.

b. In the event of covered loss or damage, at our option, we will do one of the following, but not pay more than the Limit of Insurance applicable to the lost or damaged property:

- (1) Pay the value of the lost or damaged property at the time of loss;
- (2) Take all or any part of the property at an agreed or appraised value; or
- (3) Repair, rebuild or replace the property with other property of like kind and quality, or pay you the cost to do so.

c. Actual Cash Value does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

d. If the actual amount spent to repair, replace or rebuild the damaged property as of the time of the loss is \$25,000 or less (after the application of the applicable deductible), we pay the loss or damage on

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the basis of the Replacement Cost provisions described in E.1. above. This Exception does not apply to the following Specific Property Valuations.

3. Specific Property Valuations

a. Accounts Receivable

We will determine the amount of Accounts Receivable loss as follows:

- (1) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss, the following method will be used:
 - (a) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss occurs; and
 - (b) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss occurred or for any demonstrated variance from the average for that month.
- (2) The following will be deducted from the total amount of accounts receivable, however that amount of accounts receivable is established:
 - (a) The amount of the accounts for which there is no loss;
 - (b) The amount of the accounts that you are able to re-establish or collect;
 - (c) An amount to allow for probable bad debts that you are normally unable to collect; and
 - (d) All unearned interest and service charges.

b. Animals

We will determine the value of animals at the cost of replacement with animals of like kind and quality as when originally acquired by you.

c. "Building Glass"

We will determine the value of "Building Glass" at the cost of replacement with safety glazing material if required by law.

d. "Computer Media and Data" and "Valuable Papers"

We will determine the value of "Computer Media and Data" and "Valuable Papers" at the cost of:

- (1) Blank materials for reproducing the records (including blank prepackaged

programs when replaced); and

- (2) Labor to transcribe or copy the records and the cost to research, replace or restore the lost information, copy the records, including research and development documentation.

e. Fine Arts

We will determine the value of Fine Arts, at the lesser of:

- (1) The market value at the time of loss or damage;
- (2) The reasonable cost of repair or restoration to the condition immediately before the covered loss or damage; or
- (3) The cost of replacement with substantially identical property.

For pairs or sets, we will either:

- (1) Repair or replace any part to restore the value and condition of the pair or set to that immediately before the covered loss or damage; or
- (2) Pay the difference between the value of the pair or set before and after the covered loss or damage.

f. Party Wall

A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

g. Property of Others

- (1) If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation

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of that item(s) will be based on the lesser of:

- (a) amount for which you are liable under such contract;
 - (b) the replacement cost of the property; or
 - (c) the applicable Limit of Insurance.
- (2) If no such contract exists we will not pay more than your financial interest in Personal Property of Others not to exceed:
- (a) the Actual Cash Value of such property; or
 - (b) the applicable Limit of Insurance.
- (3) At your option, we may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners:
- (a) Such payments will only be for the account of the owner of the property and will satisfy your claims against us for the owners' property;
 - (b) We will not pay more than their financial interest in the property.
- (4) We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

h. "Stock"

(1) **Manufactured Stock (including Selling Price)**

We will determine the value of "Stock" you have manufactured at the selling price less discounts and expenses you otherwise would have incurred.

This also applies to component parts manufactured by others that will become a part of your finished product.

(2) **Mercantile Stock**

We will determine the value of "Stock", which you have purchased for resale and have sold but not delivered, at the selling price less discounts and expense you otherwise would have had. This does not apply to "Stock" you have manufactured.

(3) **Stock in Process**

We will determine the value of "Stock" in process of manufacture at the replacement cost of the raw materials,

plus labor expended and the proper proportion of overhead charges.

(4) **Commodity Stock**

For "Stock" that is bought and sold at an established market exchange, we will determine the value at:

- (a) The posted market price as of the time and place of loss;
- (b) Less discounts and expenses you otherwise would have had.

i. **"Tenant Improvements and Betterments"**

- (1) If you do not repair or replace lost or damaged "Tenant Improvements and Betterments" within 2 years, we will pay the pro rata of the Actual Cash Value based on the duration of the lease and the installation date of the property.
- (2) If others pay for repairs or replacement, we will not make loss payment to you.

j. **Transit**

We will determine the value of covered property in due course of transit at:

- (1) The amount of invoice plus accrued costs, prepaid charges and charges since shipment; or
- (2) In the absence of an invoice, the valuation provision otherwise applicable to that type of Covered Property as of the time of loss or damage.

k. **Vehicles**

- (1) We will determine the value of covered vehicles and self-propelled machines, including aircraft, automobiles, contractor's equipment and watercraft on an Actual Cash Value basis. This also applies to coverage provided for trailers under the Non-Owned Detached Trailer Additional Coverage.
- (2) New vehicles and machines you have manufactured will be subject to the valuation applicable to covered "Stock".

4. **Value Enhancements**

a. **Architect and Engineering Fees**

The value of Covered Property will include reasonable architect and engineering fees you incur in the course of repairing or reconstructing damaged property.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

b. Customs Duty, Sales Tax

The value of Covered Property will include the cost of customs duties and sales taxes to repair or replace the property.

c. Extended Warranties

The value of Covered Property, that is a total loss during the policy period, will include the unused pro rata portion of non-refundable optional extended warranties or service contracts which you purchased for the damaged property prior to the covered loss or damage.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PROPERTY CHOICE SPECIAL BUSINESS INCOME -
ADDITIONAL COVERAGES**

This endorsement modifies insurance under the following:
PROPERTY CHOICE SPECIAL BUSINESS INCOME COVERAGE FORM

SUMMARY of COVERAGE LIMITS and INDEX

This is a summary of the limits of insurance and coverages provided by this endorsement.

No coverage is provided by this summary.

Item No.	PROPERTY CHOICE SPECIAL BUSINESS INCOME COVERAGE FORM - ADDITIONAL COVERAGES:	LIMIT OF INSURANCE (Apply in any one occurrence unless otherwise noted)	Page No.
1.	BUSINESS TRAVEL:	Included in Special Business Income Limit of Insurance.	2
2.	CIVIL AUTHORITY (72 HOUR WAITING PERIOD APPLIES):	30 Days.	2
3.	DENIAL OF SERVICE (12 HOUR WAITING PERIOD APPLIES):	\$25,000.	2
4.	DEPENDENT PROPERTIES INCLUDING WORLDWIDE COVERAGE TERRITORY (72 HOUR WAITING PERIOD APPLIES):	\$100,000. From All Dependent Properties.	3
5.	ELECTRONIC VANDALISM (6 HOUR WAITING PERIOD APPLIES):	Included in Special Business Income Limit of Insurance.	3
6.	EXTENDED INCOME:	180 Days.	3
7.	FUNGUS, WET ROT, DRY ROT, BACTERIA AND VIRUS – LIMITED COVERAGE:	Actual Loss Sustained for 30 Days.	4
8.	FUTURE EARNINGS:	Included in Special Business Income Limit of Insurance.	4
9.	GOOD FAITH ADVERTISING:	\$25,000. In any one "Policy Year".	5
10.	INGRESS AND EGRESS (24 HOUR WAITING PERIOD APPLIES):	\$50,000.	5
11.	LESSOR'S TENANT MOVE BACK EXPENSE:	\$10,000.	5
12.	MACHINERY TESTING AND TRAINING:	Included in Special Business Income Limit of Insurance.	5
13.	NEWLY ACQUIRED PREMISES:	Included in Special Business Income Limit of Insurance.	5
14.	ORDINANCE OR LAW COVERAGE (INCREASED PERIOD OF RESTORATION):	Included in Special Business Income Limit of Insurance.	6
15.	POLLUTANTS AND CONTAMINANTS CLEANUP:	\$25,000. In any one "Policy Year".	6

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16.	SEWER AND DRAIN BACKUP:	Included in Special Business Income Limit of Insurance.	6
17.	TRANSIT:	\$100,000.	7
18.	UNNAMED PREMISES:	\$100,000.	7
	UNNAMED PREMISES: AT ANY ONE INSTALLATION:	Included in Special Business Income Limit of Insurance.	7
	UNNAMED PREMISES: AT ANY ONE EXHIBITION:	Included in Special Business Income Limit of Insurance.	7
19.	UTILITY SERVICE INTERRUPTION (24 HOUR WAITING PERIOD APPLIES):	\$25,000.	8
20.	WEBSITE AND INTERNET SERVICES (12 HOUR WAITING PERIOD APPLIES):	Lesser of Actual Loss Sustained or \$100,000.	8

For Insurance that may apply to a Specific Scheduled Premises see: Property Choice – Scheduled Premises.

A. ADDITIONAL COVERAGES – The following Additional Coverages are added to the Property Choice Special Business Income Coverage Form unless otherwise indicated in the Property Choice Schedule of Premises and Coverage or by endorsement to this policy:

1. Business Travel

a. We will pay for the actual loss of Business Income and the necessary and reasonable Extra Expenses your incur due to loss or damage by a Covered Cause of Loss to Your Business Personal Property including Sales Representative Samples while in the custody of:

- (1) Your sales representatives; or
- (2) Any officer, employee or yourself; while traveling on authorized company business.

b. This Additional Coverage is Included within the Special Business Income Limit of Insurance.

2. Civil Authority

a. This insurance is extended to apply to the actual loss of Business Income you sustain and necessary and reasonable Extra Expense you incur when access to your "Scheduled Premises" is specifically prohibited by order of a civil authority as the direct result of a Covered Cause of Loss to property in the immediate area of your "Scheduled Premises".

b. The coverage for Business Income will begin after a Waiting Period of 72 hours after the order of a civil authority and coverage will end at the earlier of:

- (1) When access is permitted to your "Scheduled Premises"; or

(2) 30 consecutive days after the order of the civil authority.

c. The coverage for Extra Expense will begin immediately after the order of a civil authority and coverage will end at the earlier of:

- (1) When access is permitted to your "Scheduled Premises"; or
- (2) 30 consecutive days after the order of the civil authority.

This Additional Coverage is included within the Special Business Income Limit of Insurance.

3. Denial of Service

a. This insurance is extended to apply to the actual loss of Business Income you sustain caused by or resulting from a Denial of Service Attack. Denial of Service Attack means the malicious direction of a high volume of worthless inquiries to web site or e-mail destinations, effectively denying or limiting legitimate access.

b. This Additional Coverage applies to Denial of Service Attacks:

- (1) That originate anywhere in the world; and
- (2) Whether or not there has been any physical damage to data or software.
- (3) Denial of Service does not include loss of income from the theft of telephone services or the theft of any property.

(4) We will not pay for any loss of Business Income that you sustain during the 12 hours that immediately

The company that generated these documents in its business records, by placing this notice on this page, does not certify that these documents constitute a complete and accurate copy of the policy.

follow the time when you first discovered the Denial of Service Attack.

- (5) The most we will pay for the sum of all loss in any one occurrence under this Additional Coverage is \$25,000. This is an additional amount of insurance.

4. Dependent Properties

- a. This insurance is extended to apply to the actual loss of Business Income you sustain and necessary and reasonable Extra Expense you incur at a "Scheduled Premises" due to direct physical loss or direct physical damage caused by or resulting from a Covered Cause of Loss to Dependent Properties.

Dependent Properties means property at premises owned and operated by others that you depend on to:

- (1) Deliver materials or services to you, or to others for your account (Contributing Location);
- (2) Accept your products or services (Recipient Location);
- (3) Manufacture products for delivery to your customers under contract of sale (Manufacturing Location); or
- (4) Attract customers to your business premises (Leader Locations).

With respect to this Additional Coverage for Dependent Properties, the Coverage Territory is extended to include Dependent Properties located anywhere in the world.

- b. Dependent properties do not include:

- (1) Any water or gas, steam or electric power, or any other utility service; or
- (2) Any type of web site, communication or internet service.
- (3) (a) Coverage for Business Income will begin 72 hours after the time of direct physical loss or direct physical damage caused by or resulting from a Covered Cause of Loss at the premises of the Dependent Property.
- (b) Coverage for Extra Expense will begin immediately after the time of direct physical loss or direct physical damage caused by or resulting from a Covered Cause of Loss at the premises of the Dependent Property.
- (c) This Additional Coverage will end when:

- (i) The Dependent Property should be rebuilt or replaced with reasonable speed and similar quality; or

- (ii) The applicable limit of insurance is exhausted.

- (4) The most we will pay for the sum of all actual loss of Business Income and necessary and reasonable Extra Expense you incur in any one occurrence regardless of the types or number of dependent properties involved in any one occurrence under this Additional Coverage is \$100,000. This is an additional amount of insurance.

5. Electronic Vandalism

- a. This insurance is extended to apply to the actual loss of Business Income you sustain and necessary and reasonable Extra Expense you incur caused by or resulting from Electronic Vandalism originating anywhere in the world.

Electronic Vandalism means:

- (1) The willful or malicious alteration, manipulation or destruction of "Computer Media and Data"; or
- (2) The addition of a virus, malicious code or similar instruction that disrupts the normal operation of "Computer Equipment" or results in physical damage to "Computer Equipment" and "Computer Media and Data".

- b. Electronic Vandalism does not apply to any loss due to a Denial of Service Attack.
- c. Electronic Vandalism does not include loss of income from the theft of telephone services or the theft of any property.
- d. We will not pay for any Business Income loss that you sustain during the 6 hours that immediately follow the time when you first discovered the Electronic Vandalism. This Waiting Period does not apply to Extra Expense.
- e. This Additional Coverage is included within the Special Business Income Limit of Insurance.

6. Extended Income

- a. If the necessary suspension of your operations (applies to all operations except educational, institutional operations) produces a Business

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Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

(1) Begins on the date property (except "Stock" you have finished manufacturing) is actually repaired, rebuilt or replaced and business operations are resumed; and

(2) Ends on the earlier of:

(a) The date you could restore your business operations, with reasonable speed, to the level which would generate the Business Income amount that would have existed if no direct physical loss or direct physical damage had occurred; or

(b) 180 days that immediately follows after the date determined in a. (1) above.

b. As respects educational operations, the following applies:

In the event of a covered Business Income loss, we will pay for the actual loss of Business Income you sustain during the school term following the date the property is actually repaired, rebuilt or replaced, if that date is 60 days or less before the scheduled opening of the next school term.

c. However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the insured premises are located.

d. Loss of Business Income must be caused by direct physical loss or direct physical damage at the insured premises caused by or resulting from any Covered Cause of Loss.

e. This Additional Coverage is included within the Special Business Income Limit of Insurance.

7. "Fungus", Wet Rot, Dry Rot, Bacteria and Virus – Limited Coverage

a. The coverage described below only applies when the "fungus", wet rot, dry rot, bacteria or virus is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence:

(1) A "specified cause of loss" other than fire or lightning;

(2) Equipment breakdown accident occurs to Equipment Breakdown Property, if Equipment Breakdown applies to the effected premises; or

(3) Flood, if the Causes of Loss - Flood endorsement applies to the effected premises.

b. The following applies only if Business Income and/or Extra Expense coverage applies to the "Scheduled Premises" and only if the necessary interruption of your business operations satisfies all terms and conditions of this Coverage Part.

(1) If the loss which results in "fungus", wet rot, dry rot, bacteria or virus does not in itself necessitate a necessary interruption of your business operations, but such interruption is necessary due to loss or damage to property caused by "fungus", wet rot, dry rot, bacteria or virus, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.

(2) If a covered necessary interruption of your business operations was caused by loss or damage other than "fungus", wet rot, dry rot, bacteria or virus prolongs the Period of Restoration, we will pay for loss and/or expense sustained during the delay (regardless of when such delay occurs during the period of restoration), but such coverage is limited to 30 days in total. The days need not be consecutive.

(3) This Additional Coverage is included within the Special Business Income Limit of Insurance.

8. Future Earnings

a. In the event of covered Business Income loss at "Scheduled Premises", we will pay for the actual reduction in Business Income you subsequently and necessarily sustain after the Period of Restoration and the Extended Income period ends and that reduction in Business Income is directly attributable to the Covered Cause of Loss occurrence.

b. However, Future Earnings does not apply to loss of Business Income.

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incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the insured premises are located.

- c. This coverage will apply to the actual reduced business income you sustain within 2 years from the date the Covered Cause of Loss occurred.
- d. This Additional Coverage is included within the Special Business Income Limit of Insurance.

9. Good Faith Advertising Expense

- a. If we make payment for a covered loss caused by or resulting from Denial of Service or Electronic Vandalism as provided under the Denial of Service, Electronic Vandalism or Web Site and Communication Services Additional Coverages, we will pay for the reasonable advertising expenses you incur solely to regain customer faith and approval.
- b. The most we will pay for the sum of all reasonable expenses under this Additional Coverage in any 12 month time period is \$25,000. This is an additional amount of insurance.

10. Ingress or Egress

- a. This insurance is extended to apply to the actual loss of Business Income you sustain when ingress or egress to your "Scheduled Premises" is specifically prohibited as the direct result of a Covered Cause of Loss to property at premises that is contiguous to your "Scheduled Premises".
- b. Coverage for Business Income will begin after a Waiting Period of 24 hours and will end at the earlier of:
 - (1) When ingress or egress is permitted to or from your "Scheduled Premises"; or
 - (2) 30 consecutive days.
- c. This Additional Coverage does not apply if:
 - (1) The direct physical loss or direct physical damage is caused by or results from flood or earthquake even if flood or earthquake are Covered Causes of Loss; or
 - (2) The ingress to or egress from your "Scheduled Premises" is prohibited by civil authority.
- d. The most we will pay for loss in any one occurrence under this Additional

Coverage is \$50,000. This Additional Coverage is Included within the Special Business Income Limit of Insurance.

11. Lessor's Tenant Move Back Expenses

- a. In the event that your tenants must temporarily vacate the covered Building property at "Scheduled Premises" due to untenability caused by direct physical loss or direct physical damage by a Covered Cause of Loss to the covered Building, we will pay for the following expenses you actually incur to move those tenants back into your covered Building. We will only pay for the following expenses:
 - (1) Packing, transporting and unpacking the tenants' Business Personal Property, including the cost of insuring the move back and any necessary assembly or setup of furniture and equipment, and
 - (2) The net cost to re-establish the tenants' utility and telephone services, after any refunds due the tenants.
- b. We will only pay for these expenses that you actually incur within 60 days from the date that the damaged building has been repaired or rebuilt and if needed a certificate of occupancy has been granted.
- c. The most we will pay the sum in any one occurrence of covered loss under this Additional Coverage is \$10,000. This is an additional amount of insurance.

12. Machinery Testing and Training

In the event it was necessary to replace machinery damaged by a Covered Cause of Loss, we will extend the Period of Restoration to include:

- a. The additional time to test that replacement machinery; and
- b. The additional time to train employees on the differences in operating the damaged machinery and the replacement machinery.

This Additional Coverage is included within the Special Business Income Limit of Insurance.

13. Newly Acquired Premises

- a. We will pay for the actual loss of Business Income you sustain due to loss or damage caused by or resulting from a Covered Cause of Loss to Newly Acquired Premises. Newly Acquired Premises means premises you acquire.

The company has read the policy and its business records. The company does not certify that these documents constitute a complete and accurate copy of the policy.

purchase or lease after the inception of this policy, but does not include:

- (1) Any premises acquired through any foreclosure process;
- (2) Any premises of others where you are temporarily working, such as installing property or performing maintenance or service work; or
- (3) Any premises covered by any other part of this Coverage Form.

- b. Insurance for each Newly Acquired Premises will end when any of the following first occurs, but will not cut short the Period of Restoration:

- (1) This policy expires;
- (2) 180 days expire after you acquire the property;
- (3) You report values to us; or
- (4) The property is more specifically insured.

We will charge you additional premium from the date you acquire the premises.

- c. This Additional Coverage is included within the Special Business Income Limit of Insurance.

14. Ordinance or Law - Increased Period of Restoration

- a. If a Covered Cause of Loss occurs to property at "Scheduled Premises", coverage is extended to include the amount of the actual loss of Business Income and necessary and reasonable Extra Expense you incur during the increased period of suspension of operations caused by or resulting from the enforcement of any ordinance or law that:

- (1) Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the insured premises;
- (2) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss; and
- (3) Is in force at the time of loss.

- b. Coverage is not extended under this Additional Coverage to include loss caused by or resulting from the enforcement of any ordinance or law:

- (1) Which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to the presence, growth, proliferation, spread or any

activity of "fungus", wet or dry rot, bacteria or virus; or

- (2) Which requires any Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "Pollutants and Contaminants", "fungus", wet or dry rot, bacteria or virus.

This Additional Coverage is included within the Special Business Income Limit of Insurance.

15. "Pollutants and Contaminants" Clean Up

- a. This insurance is extended to apply to the actual loss of Business Income you sustain and necessary and reasonable Extra Expense you incur if business operations are interrupted due to the enforcement of any ordinance or law that requires you to extract "Pollutants and Contaminants" from land or water at "Scheduled Premises" caused by or resulting from a Covered Cause of Loss that occurs during the policy period.
- b. Such loss must be reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.
- c. The most we will pay for the sum of all Business Income and Extra Expense in any one "Policy Year" under this Additional Coverage is \$25,000. This is an additional amount of insurance.

16. Sewer and Drain Backup

- a. We will pay for the actual loss of Business Income you sustain and necessary and reasonable Extra Expense you incur due to loss or damage to property at "Scheduled Premises", Newly Acquired Premises and Unnamed Premises caused by or resulting from water that backs up from a sewer or drain.
- b. This Additional Coverage is included within the Special Business Income Limit of Insurance.
- c. **THIS IS NOT FLOOD INSURANCE.**

This Additional Coverage does not apply to loss or damage caused by or resulting from Flood regardless of the proximity of the back-up or overflow to such conditions.

Flood as used in this provision means:

- (1) Surface water, waves, tidal water, tidal waves, tsunamis, or overflow of

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any natural or man made body of water from its boundaries, all whether driven by wind or not; or

- (2) Mudslide or mudflow, meaning a river or flow of liquid mud directly or indirectly caused by flooding or the accumulation of water under the ground.
- (3) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.
- (4) Flood includes water or other material that backs up or overflows from any sewer or septic tank or drain, if such back-up is caused by any of the conditions in (1) or (3) above regardless of the proximity of the back-up to such conditions.
- (5) All flooding in a continuous or protracted event will constitute a single flood.

17. Transit

- a. This insurance is extended to apply to the actual loss of Business Income you sustain and necessary and reasonable Extra Expense you incur caused by direct physical loss of or direct physical damage to the following property while in the due course of transit:
 - (1) Your Business Personal Property; and
 - (2) Business Personal Property owned by others.
- b. This Coverage will continue to apply to such property in the due course of transit, after the expiration or cancellation of this policy, until arrival at and accepted by an authorized representative at the invoiced destination, but for no longer than 30 days after the date of the shipment origination, but this will not cut short the Period of Restoration.
- c. You must retain accurate records of all shipments of Covered Property for one year.
- d. The most we will pay for the sum of all Business Income and Extra Expense in any one occurrence under this Additional

Coverage is \$100,000. This is an additional amount of insurance.

18. Unnamed Premises

- a. This insurance is extended to apply to the actual loss of Business Income you sustain and necessary and reasonable Extra Expense you incur caused by direct physical loss of or direct physical damage by a Covered Cause of Loss to Property while at:
 - (1) Premises that you own, lease, or occupy other than at a "Scheduled Premises";
 - (2) Premises not described in the Property Choice Schedule of Premises and Coverages, which you do not own, lease or occupy;
 - (3) Premises where you are temporarily performing work or installing Business Personal Property and your insurable interest continues until the installation is accepted by the customer.
- b. Unnamed Premises does not include any:
 - (1) Premises or property covered under any other coverage of this Coverage Form;
 - (2) Waste disposal or transfer sites;
 - (3) Intermediate site while in the due course of transit; or
 - (4) Premises of a Web Site or Internet Services provider.
- c. The most we will pay for the actual loss of Business Income you incur in any one occurrence under this Additional Coverage at all unnamed premises other than at any one installation or at any one exhibition is \$100,000.
- d. The most we will pay for the actual loss of Business Income you incur in any one occurrence under this Additional Coverage at any one installation is the limit of insurance applicable to Special Business Income. This is included in the Special Business Income Limit of Insurance.
- e. The most we will pay for the actual loss of Business Income you incur in any one occurrence under this Additional Coverage at any one exhibition is the limit of insurance applicable to Special Business Income Limit. This is included in the Special Business Income Limit of Insurance.

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19. Utility Service Interruption

- a. This insurance is extended to apply to the actual loss of Business Income you sustain and necessary and reasonable Extra Expense you incur at "Scheduled Premises", "Newly Acquired Premises" and Unnamed Premises caused by the interruption of specific services.

The interruption must result from direct physical loss or direct physical damage by a Covered Cause of Loss to property outside the insured premises boundary and which provides the following services:

- (1) Water;
- (2) Communications, except interruption due to malfunction of satellites or cellular networks;
- (3) Gas, steam; or
- (4) Electrical power.

- b. The actual loss of Business Income you sustain and the necessary and reasonable Extra Expense you incur due to the interruption of Electrical Power due to damage to overhead electrical transmission lines by a Covered Cause of Loss is included in this Additional Coverage.
- c. This Additional Coverage does not include any consequential loss or loss due to temperature change or spoilage.
- d. This Additional Coverage does not apply to the Dependent Properties Additional Coverage.
- e. We will not pay for Business Income loss you sustain during the 24 hours that immediately follow after the Covered Cause of Loss. This Waiting Period does not apply to Extra Expense.
- f. The most we will pay for the sum of all actual loss of Business Income and necessary and reasonable Extra Expense you incur in any one occurrence under this Additional Coverage is \$25,000. This is an additional amount of insurance.

20. Web Site and Internet Services

- a. This insurance is extended to apply to the actual loss of Business Income you sustain and the necessary and reasonable Extra Expense you incur caused by direct physical loss or direct physical damage by a Covered Cause of Loss including loss or damage caused by or resulting from Electronic Vandalism or Denial of Service to property that you depend on for Website and Internet Services.

Website and Internet Services means

- (1) Internet access, e-mail, web hosting and application software services at the premises of others, or
- (2) Router infrastructure services, including cable and wireless, located outside your premises boundary.

- b. We will not pay for any Business Income loss under this Additional Coverage that you sustain during the 12 hours that immediately follow the time when you first discovered the Covered Cause of Loss. This Waiting Period does not apply to Extra Expense.
- c. The most we will pay for the actual loss of Business Income and necessary and reasonable Extra Expense in any one occurrence under this Additional Coverage is the lesser of:
- (1) The amount of the actual loss of Business Income you sustain during the 30 day period immediately following the Waiting Period and the necessary and reasonable Extra Expense you incur when you first discovered the Covered Cause of Loss (during the Waiting Period) and for a 30 day period immediately following the Waiting Period; or
 - (2) \$100,000.
- d. With respect to Web Sites, this coverage applies only if you have a back-up copy of your Web Page stored at a location other than the site of the Web Site vendor.
- e. This is an additional amount of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

PROPERTY CHOICE COVERAGE PART
COMMERCIAL PROPERTY POLICY / COVERAGE PART

A. Disclosure Of Federal Share Of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for 85% of that portion of such insured losses that exceeds the applicable insurer deductible. However, if aggregate insured losses attributable to "certified acts of terrorism" under the federal Terrorism Risk Insurance Act, as amended (TRIA) exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States Government has not charged any premium for their participation in covering terrorism losses.

B. Cap On Insurer Liability For Terrorism Losses

A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and

3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a Program Year (January 1 through December 31) and we have met, or will meet, our insurer deductible under TRIA we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with Treasury procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

C. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of Terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this coverage form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

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- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the coverage form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

- a. **Comprehensive Coverage**

From any cause except:

- (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.

- b. **Specified Causes Of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism; or
 - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

- c. **Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.

2. **Towing**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. **Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
 - b. "Loss" caused by hitting a bird or animal; and

- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

- a. **Transportation Expenses**

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

- b. **Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

- a. **Nuclear Hazard**

- (1) The explosion of any weapon employing atomic fission or fusion; or
 - (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

- 2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
- 3. We will not pay for "loss" due and confined to:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

- 4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measurement equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
 - d. Any accessories used with the electronic equipment described in Paragraph **c.** above.
- 5. Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto";

- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
 - c. An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or
 - d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
- 6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- 2. \$1,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - b. Removable from a permanently installed housing unit as described in Paragraph **2.a.** above or is an integral part of that equipment; or
 - c. An integral part of such equipment.
- 3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 4. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions**1. Appraisal For Physical Damage Loss**

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this coverage form until:

- a. There has been full compliance with all the terms of this coverage form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after accident or "loss" to impair them.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

B. General Conditions**1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form.

2. Concealment, Misrepresentation Or Fraud

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This coverage form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this coverage form.

3. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

5. Other Insurance

- a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this coverage form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if:
 - (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this coverage form and any other coverage form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the coverage forms or policies shall not exceed the highest applicable Limit of Insurance under any one coverage form or policy. This condition does not apply to any coverage form or policy issued by us or an affiliated company specifically to apply as excess insurance over this coverage form.

SECTION V – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
 - (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G.** "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H.** "Insured contract" means:
- 1. A lease of premises;
 - 2. A sidetrack agreement;
 - 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
 - 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J.** "Loss" means direct and accidental loss or damage.
- K.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 2. Vehicles maintained for use solely on or next to premises you own or rent;
 - 3. Vehicles that travel on crawler treads;
 - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - 5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or

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6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or

2. A "covered pollution cost or expense"; to which this insurance applies, are alleged.

"Suit" includes:

a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

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The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

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If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above, or

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- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

The company retains these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a.If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b.The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c.Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a.A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b.A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ENTITIES RECEIVING VENTURE CAPITAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2., **Exclusions** of Section I – **Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions** of Section I – **Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. Any premises or operations of;
2. The ownership, management, supervision or existence of; or
3. Included in the "products-completed operations hazard" of

any individual(s) or entity(ies) with whom any insured provides or has provided "venture capital services".

- B.** As used in this endorsement, "venture capital services" include, but are not limited to:

1. Providing accounting, finance, legal, architectural, engineering, or other professional services to individual(s) or entity(ies) receiving funding or management or consulting services;
2. Providing operations oversight, consultative, or management services; including but not limited to, acting as or recommending any individual(s) to serve as a director, officer, or on any advisory board; or

3. Services required under any contract or agreement between any insured and the individual(s) or entity(ies) receiving funding or management or consulting services.

- C.** Any individual(s) or entity(ies) with whom any insured provides or has provided "venture capital services" do not qualify as insureds under either:

1. Paragraph 2.e., **Unnamed Subsidiary**; or
2. Paragraph 3., **Newly Acquired Or Formed Organization**;

of **Section II – Who Is An Insured**.

An individual or entity that is receiving or has received "venture capital services" from you can only qualify as a Named Insured under this policy if that individual or entity is shown as a Named Insured in the Declarations or becomes a Named Insured in an endorsement that is issued and made a part of this Coverage Part.

- D.** This exclusion applies whether or not other insurance is available to that individual(s) or entity(ies).

- E.** This exclusion does not apply to any individual(s) or entity(ies) with whom any insured is providing or has provided "venture capital services" once that individual or entity becomes a Named Insured in the Declarations or in an endorsement that is issued and made a part of this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELAWARE CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Delaware, the Coverage Form is changed as follows:

A. The Business Auto and Truckers Coverage Forms are changed as follows:

The **Expected Or Intended Injury** Exclusion is replaced by the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". However, this exclusion does not apply for amounts up to the limits of liability required by the Delaware Financial Responsibility Law.

B. The Garage Coverage Form is changed as follows:

The **Expected Or Intended Injury** Exclusion is replaced by the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". However, this exclusion does not apply:

1. For amounts up to limits of liability required by the Delaware Financial Responsibility Law.
2. To "bodily injury" resulting from the use of reasonable force to protect persons or property, for "garage operations" other than covered "autos".

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY CHOICE - SPECIALIZED PROPERTY INSURANCE COVERAGES FOR FINANCIAL SERVICES

SUMMARY of COVERAGE LIMITS and INDEX

This is a summary of the limits of insurance and coverages provided by this endorsement.

No coverage is provided by this **SUMMARY of COVERAGE LIMITS and INDEX**.

Item No.	PROPERTY CHOICE COVERAGE FORM SECTION A. - ADDITIONAL COVERAGES	LIMIT OF INSURANCE (Apply in any one occurrence unless otherwise noted)	PAGE No.
1.	ACCOUNTS RECEIVABLE:	\$250,000 at all "Scheduled Premises"; while in the due course of Transit; or while at Unnamed Premises.	3
2.	BRANDS AND LABELS:	Included in the Limit of Insurance applicable to Business Personal Property – Stock.	3
3.	BUILDING GLASS REPAIRS:	Included In the Building Limit of Insurance.	3
4.	BUSINESS TRAVEL INCLUDING SALES REPRESENTATIVE SAMPLES:	\$50,000.	3
5.	CLAIM EXPENSES:	\$55,000.	4
6.	CONTRACT PENALTIES:	\$50,000.	4
7.	DEBRIS REMOVAL - (ADDITIONAL AMOUNT):	\$250,000.	4
8.	EMPLOYEE PERSONAL EFFECTS:	\$75,000.	4
9.	ERRORS IN DESCRIPTION:	See provision.	4
10.	EXHIBITIONS:	\$50,000. At any one Exhibition.	4
11.	EXPEDITING EXPENSE:	\$50,000.	5
12.	EXTRA EXPENSE:	\$50,000.	5
13.	FINE ARTS:	\$75,000.	5
14.	FIRE DEPARTMENT SERVICE CHARGE:	\$50,000.	5
15.	FIRE DEVICE RECHARGE:	\$50,000.	5
16.	FUNGUS, WET ROT, DRY ROT, BACTERIA AND VIRUS – LIMITED COVERAGE:	\$50,000. At Each Premises In any one "Policy Year".	5
17.	INFLATION GUARD:	Consumer Price Index up to 8%.	6
18.	INSTALLMENT OR DEFERRED SALES:	Up to \$50,000.	6
19.	LOSS OF MASTER KEY	\$25,000.	6
20.	NEW CONSTRUCTION AT SCHEDULED PREMISES:	\$1,000,000.	7
21.	NEWLY ACQUIRED PROPERTY: BUILDINGS:	\$2,000,000.	7
	NEWLY ACQUIRED PROPERTY: BUSINESS PERSONAL PROPERTY:	\$1,000,000.	7
22.	NON OWNED DETACHED TRAILERS:	\$50,000.	7
23.	ORDINANCE OR LAW COVERAGE (VALUE OF THE UNDAMAGED BUILDING):	Included in the Limit of Insurance applicable to Building.	7
	ORDINANCE OR LAW COVERAGE (DEMOLITION & INCREASED COST OF CONSTRUCTION):	\$1,000,000.	7

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24.	OUTDOOR TREES, SHRUBS, SOD, PLANTS AND LAWNS:	\$50,000.	8
25.	PAIRS AND SETS:	Included in the Limit of Insurance applicable to Business Personal Property – Stock.	9
26.	POLLUTANTS AND CONTAMINANTS CLEANUP:	\$50,000. At each "Scheduled Premises" in any one "Policy Year".	9
27.	PRESERVATION OF PROPERTY:	180 days.	9
28.	REWARD COVERAGE:	\$50,000.	9
29.	SEWER AND DRAIN BACKUP:	Included in the Limit of Insurance.	9
30.	TRANSIT:	\$100,000.	10
31.	TRANSITION TO REPLACEMENT PREMISES:	Included within the Limit of Insurance applicable to the Covered Property that is moved.	10
32.	UNNAMED PREMISES: AT ALL UNNAMED PREMISES: BUILDINGS:	\$100,000.	11
	UNNAMED PREMISES: AT ALL UNNAMED PREMISES: BUSINESS PERSONAL PROPERTY:	\$50,000.	11
	UNNAMED PREMISES: AT ALL UNNAMED PREMISES: BUSINESS PERSONAL PROPERTY - INSTALLATION:	\$25,000. At any one Installation.	11
33.	UTILITY SERVICE INTERRUPTION:	\$50,000.	11
34.	WATER DAMAGE BUILDING TEAR OUT AND REPAIR:	Included.	11
35.	WATER SEEPAGE:	\$25,000.	12
36.	WIND BLOWN DEBRIS:	\$2,500.	12
37.	AUTOMATIC TELLER MACHINES AT SCHEDULED PREMISES:	Included in the Limit of Insurance applicable to Business Personal Property.	12
38.	AUTOMATIC TELLER MACHINES AT UNSCHEDULED PREMISES:	\$25,000.	12
39.	LAPTOP COMPUTERS:	\$5,000.	13
40.	OUTDOOR SIGNS:	\$50,000.	13
41.	VALUABLE PAPERS:	\$250,000.	13
	SECTION B. - COMBINED ADDITIONAL PROTECTION:	Up to \$500,000.	13
1.	SECTION C. - TENANT LEASE COVERAGES: BUILDING GLASS:	Included in Business Personal Property Limit.	13
2.	LEASE ASSESSMENT:	\$2,500.	
3.	LEASEHOLD IMPROVEMENTS:	\$25,000.	
4.	MISCELLANEOUS INTERIOR BUILDING PROPERTY:	\$25,000.	
5.	THEFT DAMAGE:	Included in Business Personal Property Limit.	
6.	LEGAL LIABILITY – BUILDING COVERAGE FORM (PC 00 30) ATTACHES TO AND FORMS PART OF THIS POLICY		
	LEGAL LIABILITY – BUILDING LIMIT OF INSURANCE:	\$25,000. In any one accident.	

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	SECTION D. - BUSINESS INTERRUPTION CHANGES:	Various.	14
	SECTION E. - PROPERTY CHOICE COVERED CAUSES OF LOSS AND EXCLUSIONS FORM CHANGE:	Electronic Vandalism Exclusion has been added.	14

For Insurance that applies to a Specific Scheduled Premises see: Property Choice – Scheduled Premises.

SECTION A. - ADDITIONAL COVERAGES

The following Additional Coverages are added to the Property Choice Coverage Form unless otherwise indicated in the Property Choice Schedule of Premises and Coverages or by endorsement to this policy:

1. ACCOUNTS RECEIVABLE

Coverage: We will pay for loss or damage caused by or resulting from a Covered Cause of Loss to your records of Accounts Receivable. Accounts Receivable, means all amounts due from your customers that you are unable to collect; due to a covered loss or damage to inscribed, printed, written or electronic records of accounts receivable. We will also pay for:

- Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage; and
- Other reasonable expenses that you incur to re-establish your records of accounts receivable.

Limit of Insurance: The most we will pay for loss or damage to records of Accounts Receivable in any one occurrence is \$250,000 at all "Scheduled Premises"; while in the due course of Transit; or while at Unnamed Premises. This is an additional amount of Insurance.

2. BRANDS AND LABELS

Coverage: In the event of covered loss or damage to "Stock", and "Stock" is Covered Property that is branded or labeled, we will take all or part of the damaged "stock" at an agreed or appraised value. This will include:

- Expenses incurred to:
 - (1) Stamp salvage on the "Stock" or its containers, if the stamp will not physically damage the merchandise; or
 - (2) Remove the brands or labels, if doing so will not physically damage the "Stock". You must relabel the "Stock" and its containers to comply with the law.

- Any reduction in the salvage value of the damaged "Stock" as the result of the removal of the brand or label.

Limit of Insurance: The most we will pay under this Additional Coverage – Brands and Labels in any one occurrence is the limit of insurance applicable to Business Personal Property - "stock" where the loss or damage occurred.

3. "BUILDING GLASS" REPAIRS

Coverage: In the event of covered loss or damage to "Building Glass", we will pay in any one occurrence your expenses to:

- Install temporary plates or board up openings if repair or replacement of damaged "Building Glass" is delayed.
- Make necessary repairs or replace the frames immediately encasing the damaged "Building Glass".

Limit of Insurance: This Additional Coverage is included within the Limit of Insurance applicable to Building(s) where the loss or damage occurred.

4. BUSINESS TRAVEL INCLUDING SALES REPRESENTATIVE SAMPLES

Coverage: If a limit of insurance is shown in the Property Choice Schedule of Premises and Coverages for Business Personal Property, then we will pay for loss or damage by a Covered Cause of Loss to Business Personal Property including Sales Representative Samples while in the custody of:

- Your sales representatives; or
- Any officer, employee or yourself; while traveling anywhere in the world on authorized company business.

Business Travel Coverage does not include property owned by and for exclusive personal use by you or your officers, partners, employees, residents or students.

Property eligible for Business Travel Coverage is not eligible under any other Coverage in this Coverage Form.

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Limit of Insurance: The most we will pay for loss or damage to Business Travel Including Sales Representative Samples in any one occurrence is \$50,000. This is an additional limit of insurance.

5. CLAIM EXPENSES

Coverage: You may extend the insurance provided by this Coverage Form to apply to the necessary and reasonable expenses you incur in preparing claim data when we require it. Claim expenses as used in this Additional Coverage means the cost of taking inventories, making appraisals and preparing other documents that we request in writing to you.

Limit of Insurance: The most we will pay in any one occurrence for the preparation of claim data under this Additional Coverage is \$55,000. This is an additional amount of insurance

We will not pay for any expenses incurred, directed or billed by and payable to insurance agents, brokers, adjusters or their affiliates or subsidiaries or any costs as provided in or incurred due to the GENERAL CONDITION – Appraisal.

6. CONTRACT PENALTIES

Coverage: We will pay for written contract penalties you are required to pay due to your failure to provide your product or service which is the direct result of a Covered Cause of Loss during the policy period to "Stock" and "Stock" is Covered Property under this Coverage Part.

Limit of Insurance: The most we will pay for all penalties in any one occurrence resulting from a Covered Cause of Loss is \$50,000. This is an additional amount of insurance.

7. DEBRIS REMOVAL

a. Coverage: We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage. This Additional Coverage does not apply to:

- (1) Costs to extract "pollutants" from land or water; or
- (2) Costs to remove restore or replace polluted land or water.

b. Limit of Insurance:

- (1) Payment for Debris Removal is included within the applicable Limit of Insurance shown in the Property Choice Schedule of Premises and Coverages for the damaged Covered Property. The most we will pay under this Additional Coverage is 25% of the amount that we pay for the

direct physical loss of or damage to Covered Property, plus the deductible in this policy applicable to that loss or damage.

- (2) When the debris removal expense exceeds the above 25% limitation or the sum of loss or damage to Covered Property and the expense for removal of the Covered Property debris exceeds the applicable Limit of Insurance for the damaged Covered Property, we will pay an additional amount for debris removal expense of up to \$250,000 in total in any one occurrence.

8. EMPLOYEE PERSONAL EFFECTS

Coverage: If a limit of insurance is shown in the Property Choice Schedule of Premises and Coverages for Business Personal Property, then we will pay for loss or damage caused by or resulting from a Covered Cause of Loss to your Employee Personal Effects at a "Scheduled Premises". Employee Personal Effects means personal effects owned by you or your officers, partners, employees, members, or managers and used exclusively by the individual owner for their own personal use such as personally owned laptops, Personal Digital Assistants and cell phones. This coverage does not apply at a place of residence.

Limit of Insurance: The most we will pay in total in any one occurrence for all loss or damage to all employee personal effects is \$75,000. We will not pay more than \$25,000 in total for loss or damage to personal effects belonging to any one employee in any one occurrence regardless of the number or types of personal effects lost or damaged.

Coverage for Employee Personal Effects is extended to apply up to 1000 feet outside the "Scheduled Premises" boundary.

This is an additional limit of insurance.

9. ERRORS IN DESCRIPTION

Any unintentional error in the description of the occupancy or location address of Covered Property will not impair this insurance, provided you report the error to us as soon as the error becomes known to you.

10. EXHIBITIONS

Coverage: If a limit of insurance is shown in the Property Choice Schedule of Premises and Coverages for Business Personal Property then we will pay for loss or damage caused by or resulting from a Covered Cause of Loss to Business Personal Property while on temporary public display, or being used, at fairs, exhibitions, expositions or trade shows or while in transit to and from these temporary sites.

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Limit of Insurance: The most we will pay for all loss or damage at any one exhibition is \$50,000. This is an additional limit of insurance. Property eligible for Exhibitions Coverage is not eligible under any other Coverage of this Coverage Form.

11. EXPEDITING EXPENSES (OTHER THAN EQUIPMENT BREAKDOWN EXPEDITING EXPENSES)

a. Coverage: In the event of a Covered Cause of Loss to Covered Property at "Scheduled Premises", Newly Acquired Premises, and Unnamed Premises, we will pay for the reasonable and necessary additional expenses you incur to:

- (1) Make temporary repairs of damaged Covered Property;
- (2) Expedite permanent repair or replacement of damaged Covered Property; or
- (3) Provide training on replacement machines or equipment that are Covered Property.

This includes overtime wages, the extra cost of express or other rapid means of transportation, and expenses to bring computer systems back to operational status.

b. Limit of Insurance: The most we will pay under this Additional Coverage in any one occurrence is \$50,000. This is an additional limit of insurance.

12. EXTRA EXPENSE

Coverage: In the event of a Covered Cause of Loss to Covered Property at a "Scheduled Premises" you may extend the insurance provided by this Coverage Form to apply to the necessary and reasonable extra expenses you incur to continue as nearly as possible your normal business operations following the covered loss or damage.

Limit of Insurance: The most we will pay under this Additional Coverage is \$50,000 in any one occurrence. This is an additional limit of insurance.

13. FINE ARTS

Coverage: If a limit of insurance is shown in the Property Choice Schedule of Premises and Coverages for Business Personal Property, then we will pay for loss or damage caused by or resulting from a Covered Cause of Loss to Fine Arts. Fine Arts mean paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelains, rare glass, bric-a-brac, and similar property, of rarity, historical value or artistic merit, owned by you or others in your care, custody or control.

Fine Arts do not include artwork that is computerized or classified as data.

Limit of Insurance: The most we will pay for loss or damage in any one occurrence is \$75,000, regardless of the number or types of Fine Arts damaged. We will not pay more than \$10,000 for any one item of Fine Arts in any one occurrence. A pair or set will be deemed to be one item. This is an additional limit of insurance.

14. FIRE DEPARTMENT SERVICE CHARGE

Coverage: In the event that the fire department responds to save or protect Covered Property from a Covered Cause of Loss, we will pay for your liability for fire department service charges:

- a. Assumed by contract or agreement prior to the covered loss event; or
- b. Required by local ordinance.

No deductible applies to this Additional Coverage.

Limit of Insurance: The most we will pay for Fire Department Service Charge in any one occurrence is \$50,000. This is an additional amount of insurance.

15. FIRE DEVICE RECHARGE

a. Coverage: In the event that a manual or automatic fire extinguishing device is discharged:

- (1) To fight a fire;
 - (2) As the result of Covered Cause of Loss; or
 - (3) Due to accidental discharge;
- we will pay expenses you incur to recharge such equipment.

b. We will not pay for:

- (1) Any costs resulting from the enforcement of any ordinance or law that regulates the recharging, repair or replacement of such fire extinguishing device or fire fighting, suppressing or controlling substance;
- (2) Halon;
- (3) The recharge of any device used for demonstration or testing purposes; or
- (4) Recharge due to maintenance of any device or system.

c. Limit of Insurance: The most we will pay for Fire Device Recharge in any one occurrence is \$50,000. This is an additional limit of insurance.

16. "FUNGUS", WET ROT, DRY ROT, BACTERIA AND VIRUS - LIMITED COVERAGE

a. The coverage described below only applies when the "fungus", wet or dry rot, bacteria or virus is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were

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used to save and preserve the property from further damage at the time of and after that occurrence.

- (1) A "specified cause of loss" other than fire or lightning;
 - (2) Equipment Breakdown Accident occurs to Equipment Breakdown Property, if Equipment Breakdown applies to the affected premises; or
 - (3) Flood, if the Causes of Loss Flood endorsement applies to the affected premises.
- b. We will pay for loss or damage by "fungus", wet rot, dry rot, bacteria and virus. As used in this Limited Coverage, the term loss or damage means:
- (1) Direct physical loss or direct physical damage to Covered Property caused by "fungus", wet rot, dry rot, bacteria or virus, including the cost of removal of the "fungus", wet rot, dry rot, bacteria or virus;
 - (2) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet rot, dry rot, bacteria or virus; and
 - (3) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet rot, dry rot, bacteria or virus are present.
- c. The coverage described under this Limited Coverage is limited to \$50,000 at each "Scheduled Premises". Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning), Equipment Breakdown Accident that occurs to Equipment Breakdown Property and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet rot, dry rot, bacteria or virus, we will not pay more than \$50,000 at each "Scheduled Premises" in any one "Policy Year" applicable to "Fungus", Wet Rot, Dry Rot, Bacteria and Virus - Limited Coverage even if the "fungus", wet rot, dry rot, bacteria or virus continues to be present or active, or recurs, in a later policy period.
- d. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet rot, dry rot, bacteria

or virus, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet rot, dry rot, bacteria or virus, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot, bacteria or virus causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

The terms of this Limited Coverage do not increase or reduce the coverage provided under the Additional Coverage - Water Damage Repair of this Form.

17. INFLATION GUARD

Coverage: In the event of a Covered Cause of Loss or damage to Covered Property at a "Scheduled Premises", the Limits of Insurance that apply to the damaged Buildings and Business Personal Property at "Scheduled Premises" where the loss or damage occurs will automatically increase by a factor based on the accumulated U.S. Government Consumer Price Index (CPI) for the months from the inception of this policy until the date of loss.

Limit of Insurance: But in no event will we pay more than an additional 8% of the applicable Limit of Insurance.

18. INSTALLMENT OR DEFERRED SALES

Coverage: If a limit of insurance is shown in the Property Choice Schedule of Premises and Coverages for Business Personal Property, coverage is extended to apply to loss or damage by a Covered Cause of Loss to your financial interest in Business Personal property that you have sold under a deferred or installment payment plan during the policy period and after you have made delivery to your customer during the policy period.

Loss or damage to such Business Personal Property must be by a Covered Cause of Loss during the policy period. Theft or conversion by your customer or failure of your customer to make payments under the payment plan are not Covered Causes of Loss.

Limit of Insurance: The most we will pay for Installment or Deferred Sales in any one occurrence is the lesser of your remaining financial interest in the Business Personal Property sold under a deferred or installment plan or \$50,000. This is an additional limit of insurance.

19. LOSS OF MASTER KEY

We will pay for the reasonable and necessary costs you incur to replace keys, adjust locks to accept new keys or if required, install new locks, due to direct physical loss or direct physical

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damage to a master key or grand master key caused by or resulting from a Covered Cause of Loss.

Limit of Insurance: The most we will pay for Loss of Master Key in any one occurrence is \$25,000. This is an additional limit of insurance.

20. NEW CONSTRUCTION AT "SCHEDULED PREMISES"

a. Coverage: We will pay for loss or damage, including the cost of labor, caused by or resulting from a Covered Cause of Loss to New Construction at "Scheduled Premises". New Construction at "Scheduled Premises" applies to buildings you begin to construct after the inception of this policy and will end when any of the following first occurs:

- (1) This policy expires;
- (2) 180 days expire after you begin to construct the building; or
- (3) The building is specifically insured on this Coverage Form or elsewhere.

b. We will charge you additional premium from the date you begin to construct the building.

c. Limit of Insurance: The most we will pay for New Construction at "Scheduled Premises" in any one occurrence is \$1,000,000. This is an additional limit of insurance.

21. NEWLY ACQUIRED COVERED PROPERTY

a. We will pay for loss or damage caused by or resulting from a Covered Cause of Loss to Newly Acquired Property. Newly Acquired Property means buildings or business personal property you acquire, purchase or lease after the inception of this policy, but does not include:

- (1) Any property acquired through any foreclosure process, forced placed or your contingent interest in property leased to others or financed for others;
- (2) Any premises of others where you are temporarily working, such as installing property or performing maintenance or service work;
- (3) Any property covered by any other part of this Coverage Form; or
- (4) Any property that is not covered under this policy.

b. Coverage for Newly Acquired Covered Property will end when any of the following first occurs:

- (1) This policy expires;
- (2) 180 days expire after you newly acquire the Building;

(3) 180 days expire after you newly acquire the Business Personal Property at newly acquired premises;

(4) 60 days expire after you newly acquire Business Personal Property at "Scheduled Premises";

(5) You report values to us; or

(6) The property is specifically insured on this Coverage Form or elsewhere.

c. We will charge you additional premium from the date you acquire the property.

d. The most we will pay for Newly Acquired Covered Property in any one occurrence is:

(1) Buildings: \$2,000,000.

(2) Business Personal Property: \$1,000,000.

These are additional limits of insurance.

22. NON-OWNED DETACHED TRAILERS

Coverage: Business Personal Property coverage at "Scheduled Premises", Unnamed Premises and Newly Acquired Premises is extended to apply to detached trailers owned by others, that are in your care, custody or control, while being loaded, unloaded, awaiting transport or used for temporary storage or similar usage, including while the trailer is moved at your premises. This Additional Coverage does not apply to trailers leased by you on a temporary or long-term basis.

Limit of Insurance: The most we will pay for Non-Owned Detached Trailers in any one occurrence is \$50,000. This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

23. ORDINANCE OR LAW

Value of the Undamaged Buildings, Demolition Costs and Increased Cost of Construction Coverages described in **a.** and **b.** below, apply in the event there is a Covered Cause of Loss to covered Buildings at "Scheduled Premises" and to covered "Tenant Improvements and Betterments" at "Scheduled Premises" that results in the enforcement of an ordinance or law that:

- i. Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the insured premises;
- ii. Requires the demolition of parts of the same building that are not damaged by a Covered Cause of Loss; and
- iii. Is in force at the time of that Covered Cause of Loss.

a. Value of the Undamaged Buildings

We will pay for the value of the undamaged portion of the building that was required to be demolished by the enforcement of building, zoning or land use ordinance or law. We will

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do this on the same valuation basis that applies to the entire building. This does not include any increased costs to repair, replace or rebuild the property due to the enforcement of any ordinance or law.

b. Demolition Costs and Increased Cost of Construction

- (1) We will pay the actual cost to demolish the undamaged portion of the covered building and to clear the site of the undamaged portion of the building when required to do so by the enforcement of the building, zoning or land use ordinance or law; and
- (2) (a) If the covered building is subject to the Replacement Cost Valuation provision as shown in the Property Choice - Schedule of Premises and Coverages, and you rebuild the building, we will pay for the actual increased costs to repair, replace or rebuild the building at the same premises or at another premises, if required by the ordinance or law, for the same general size and same general use, to the minimum requirements of such ordinance or law.
- (b) We will not pay for these increased costs until the building is actually repaired or replaced.
- (c) You may choose to replace the Building at another premises, however, we will not pay more for increased cost of construction at the new premises than the amount of such costs we would have paid to replace the building at the original premises.

c. Ordinance or Law Exclusions:

The following exclusions apply to both Value of Undamaged Buildings and Demolition and Increased Cost of Construction Coverages:

- (1) We will not pay for the enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants and contaminants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet rot, dry rot, bacteria or virus; or
- (2) We will not pay for any costs associated with the enforcement of any ordinance or law which requires you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "Pollutants and Contaminants" or

"fungus", wet rot, dry rot, bacteria or virus; or

- (3) We will not pay for loss due to any ordinance or law that you were required to comply with before the loss or damage, but you did not comply with, even though the building was undamaged at that time.
- (4) We will not pay for the enforcement of any ordinance or law unless the repairs or replacement are made as soon as reasonably possible after the loss or damage not to exceed two years. We may extend this period in writing during the two years.
- (5) Ordinance or Law does not apply to foreclosed properties or your contingent interest in property leased to others or financed for others.

d. Ordinance or Law Limits of Insurance

- (1) As respects Value of the Undamaged Buildings, this is included within the Limit of Insurance applicable to the damaged Building or damaged "Tenant Improvements and Betterments" and applies in any one occurrence.
- (2) As respects Demolition Costs and Increased Cost of Construction:
 - (a) For Building property, the most we will pay in any one occurrence as respects this Additional Coverage Ordinance or Law - Demolition Cost and Increased Cost of Construction is \$1,000,000. This is an additional amount of insurance.
 - (b) For "Tenant Improvements and Betterments" property, the most we will pay in any one occurrence as respects this Additional Coverage where "Tenant Improvements and Betterments" applies is 25% of the insured value of "Tenant Improvements and Betterments" up to \$500,000. This is an additional amount of insurance.

24. OUTDOOR TREES, SHRUBS, SOD, PLANTS AND LAWNS

- a. Outdoor trees, shrubs, sod, plants and lawns, when used for landscaping are covered only for loss or damage caused by or resulting from the following causes of loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or civil commotion;
- (5) Aircraft, or

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(6) Vehicles operated by persons other than you or your employees.

b. The most we will pay for loss or damage in any one occurrence under this Additional Coverage is \$50,000, but not more than:

(1) \$10,000 for any one tree, shrub or plant;

(2) \$10,000 for lawns or sod in total at any one insured premises.

c. The Limit of Insurance applicable to these types of property includes their debris removal expense. Such debris removal expenses are not included in the Debris Removal - Additional Coverage.

d. These limits apply in any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

25. PAIRS OR SETS

Coverage: If parts of pairs or sets of covered Business Personal Property - "Stock" are damaged by a Covered Cause of Loss, we will pay the reduction in value of the undamaged parts of such damaged pairs or sets in any one occurrence.

Limit of Insurance: This Additional Coverage is included within the Limit of Insurance applicable to the damaged Business Personal Property - "Stock".

26. "POLLUTANTS AND CONTAMINANTS" CLEAN UP

a. **Coverage:** We will pay for your expense to extract "Pollutants and Contaminants" from land or water at a "Scheduled Premises", if the discharge, dispersal, seepage, migration, release or escape of the "Pollutants and Contaminants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

b. This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "Pollutants and Contaminants". But we will pay for testing which is performed in the course of extracting the "Pollutants and Contaminants" from land or water.

c. **Limit of Insurance:** The most we will pay under this Additional Coverage at each "Scheduled Premises" is \$50,000 for all covered expenses arising out of Covered Causes of Loss occurring during each "Policy Year". This is an additional amount of insurance.

27. PRESERVATION OF PROPERTY

a. **Coverage:** If it is necessary to move Covered Property to preserve it from imminent loss or damage by Flood or a Covered Cause of Loss, we will pay in any one occurrence for any direct physical loss or direct physical damage to that property while being moved to or while at the temporary storage location.

b. This Additional Coverage will end 180 days after the property is first moved.

c. **Limit of Insurance:** This Coverage is included within the Limit of Insurance applicable to the Covered Property that is moved.

28. REWARD COVERAGE

a. **Coverage:** We will reimburse you for rewards you have paid leading to:

(1) The successful return of substantially undamaged stolen articles to a law enforcement agency; or

(2) The arrest and conviction of any persons for having damaged or stolen any of your Covered Property.

b. Reward Coverage does not apply to:

(1) Accounts, bills, currency, food stamps or other evidences of debt, "money", notes or "securities";

(2) Electronic data;

(3) Property held in a safety deposit box, container or safe;

(4) Loss or damage caused by or resulting from robbery or burglary; or

(5) The threat of bodily injury or property damage or extortion.

b. **Limit of Insurance:** We will pay 25% of the covered loss (prior to the application of any applicable deductible and recovery of any stolen articles) up to \$50,000 for Reward Coverage in any one occurrence for the payments of rewards you make. These reward payments must be documented. No deductible applies to this Additional Coverage. This is an additional amount of insurance.

29. SEWER AND DRAIN BACKUP

Coverage: This insurance is extended to apply to direct physical loss or direct physical damage to Covered Property at "Scheduled Premises", Newly Acquired Premises and Unnamed Premises caused by or resulting from water that backs up from a sewer or drain.

Limit of Insurance: The most we will pay in any one occurrence is the Limit of Insurance

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applicable to the Covered Property where the loss or damage occurred. This Additional Coverage is included within the Covered Property Limits of Insurance.

THIS IS NOT FLOOD INSURANCE.

This Additional Coverage does not apply to loss or damage caused by or resulting from Flood regardless of the proximity of the back-up or overflow to such conditions.

Flood as used in this Additional Coverage means:

- a. Surface water, waves, tidal water, tidal waves, tsunamis, or overflow of any natural or man made body of water from its boundaries, all whether driven by wind or not; or
- b. Mudslide or mudflow, meaning a river or flow of liquid mud directly or indirectly caused by flooding or the accumulation of water under the ground.
- c. Water under the ground surface pressing on, or flowing or seeping through:
 - (1) Foundations, walls, floors or paved surfaces;
 - (2) Basements, whether paved or not; or
 - (3) Doors, windows or other openings.
- d. Flood includes water or other material that backs up or overflows from any sewer or septic tank or drain, if such back-up is caused by any of the conditions in **a.** or **c.** above regardless of the proximity of the back-up to such conditions.
- e. All flooding in a continuous or protracted event will constitute a single flood.

30. TRANSIT

- a. **Coverage:** This insurance is extended to apply to direct physical loss or direct physical damage by a Covered Cause of Loss to the following Covered Property while in the due course of transit:
 - (1) Your Business Personal Property; and
 - (2) Business Personal Property owned by others.
- b. Exclusions **B.8. Earthmovement** and **B.9. Flood, Water, and Water Under the Ground** as found in the Property Choice – Covered Causes Of Loss And Exclusions Form do not apply to this Additional Coverage - TRANSIT.
- c. This Coverage will continue to apply to such property in the due course of transit, after the expiration or cancellation of this policy, until arrival at and accepted by an authorized representative at the invoiced destination, but for no longer than 30 days after the date of the shipment origination.

- d. We will not pay for loss or damage to property:

- (1) Where you are responsible for loss or damage to property as a carrier for hire; or
- (2) Where you are in the business of arranging transportation or consolidations for others.

- e. You must retain accurate records of all shipments of Covered Property for one year.

f. Transit Coverage Extensions

(1) F.O.B. Shipments

We will pay for covered loss or damage to outgoing shipments, which you have sold under conditions where the risk of loss or damage is transferred to the buyer when such property leaves your premises.

You must use all reasonable means to collect the amount due you from the buyer before making a claim under this Coverage.

We will not make payment under this Coverage until you grant us the right of recovery against the buyer.

(2) Repack and Reship

We will pay the necessary additional expenses you incur to inspect, repackage and reship property damaged by a Covered Cause of Loss.

(3) General Average and Salvage Charges

In accordance with applicable law and usage, we will pay General Average and Salvage Charges that may be assessed against your covered shipments that are waterborne.

(4) Loading and Unloading

We will also pay for covered loss or damage to Covered Property during loading and unloading of the transporting conveyance.

(5) Return Shipments

We will also pay for covered loss or damage to outgoing shipments that have been rejected by the consignee or are not deliverable, while being returned to you.

- g. **Limit of Insurance:** The most we will pay for loss or damage to Business Personal Property in the due course of transit is \$100,000. This is an additional limit of insurance.

31. TRANSITION TO REPLACEMENT PREMISES

If Covered Business Personal Property is moved to new premises from a "Scheduled Premises" being vacated, the Limit of Insurance applicable to that vacated premises will apply proportionately to

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both premises as the property is moved. This coverage ends when any one of the following first occurs:

- a. 90 days after the move begins;
- b. the move is completed; or
- c. this policy expires.

32. UNNAMED PREMISES

a. **Coverage:** You may extend the insurance that applies to Building (if Building is Covered Property) and to Business Personal Property (if Business Personal Property is Covered Property) to pay for loss or damage by a Covered Cause of Loss to Buildings and Business Personal Property while at:

- (1) Premises that you own, lease, or occupy other than at a "Scheduled Premises";
- (2) Premises not described in the Property Choice Property Choice Schedule of Premises and Coverages, which you do not own, lease or occupy;
- (3) Premises where you are temporarily performing work or installing Business Personal Property.
- (4) Coverage as respects you installing Business Personal Property continues until one of the following first occurs:
 - (a) the installation is accepted by the customer;
 - (b) this policy expires; or
 - (c) the installation is specifically insured on this policy or elsewhere.
- (5) Unnamed Premises does not include any:
 - (a) Premises or property insured under any other Coverage or Additional Coverage of this Coverage Form;
 - (b) Waste disposal or transfer sites;
 - (c) Property while in the due course of transit;
 - (d) Intermediate site while in the due course of transit;
 - (e) Forced placed, foreclosed, or trust properties or your contingent interest in property leased to others or financed for others;
 - (f) Premises of a Web Site or Communication Services provider; or
 - (g) Premises or property that is not covered or excluded from coverage under this Coverage Part.

b. **Limit of Insurance:**

- (1) The most we will pay as respects Building in any one occurrence in total at all

Unnamed Premises is \$100,000. This is an additional limit of insurance.

- (2) The most we will pay as respects Business Personal Property in any one occurrence in total at all Unnamed Premises (Except Premises where you are temporarily performing work or installing Business Personal Property) is \$50,000. This is an additional limit of insurance.
- (3) The most we will pay as respects Business Personal Property in any one occurrence in total at all Unnamed Premises where you are temporarily performing work or installing Business Personal Property is \$25,000. This is an additional limit of insurance.

33. UTILITY SERVICE INTERRUPTION

a. **Coverage:** We will pay for direct physical loss or direct physical damage to Covered Property at "Scheduled Premises", caused by or resulting from the interruption of the following utility services:

- (1) Water;
- (2) Communications, except interruption due to malfunction of satellites or cellular networks;
- (3) Gas, or steam; or
- (4) Electrical power.

The interruption must be caused by or result from direct physical loss or direct physical damage by a Covered Cause of Loss to utility services property outside the insured premises boundaries. We will not pay for any resulting consequential loss or damage due to temperature change or spoilage to business personal property.

b. **Limit of Insurance:** The most we will pay for Utility Service Interruption in any one occurrence is \$50,000. This is an additional limit of insurance.

34. WATER DAMAGE BUILDING TEAR OUT AND REPAIR

a. **Coverage:** When we pay for loss or damage caused by the escape of water or other liquid, powder, or molten material, we will also pay the cost to tear out and replace the parts of the building or structure (whether or not such property is damaged) to repair the broken or cracked system or appliance from which such substances escaped.

b. We will not pay the cost to repair any defect to the system or appliance from which such substances escaped. But we will pay the cost to repair or replace damaged parts of

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Automatic Fire Extinguishing Systems if the damage:

- (1) Results in discharge of any substance from an automatic fire protection system; or
- (2) Is directly caused by freezing.

c. **Limit of Insurance:** This Coverage is included within the applicable Covered Property Limit of Insurance.

d. Automatic Fire Extinguishing System means:

- (1) Any automatic fire protective or extinguishing system, including connected:
 - (a) Sprinklers and discharge nozzles;
 - (b) Ducts, pipes, valves and fittings;
 - (c) Tanks, their component parts and supports; and
 - (d) Pumps and private fire protective mains.
- (2) Non-automatic fire protective systems, hydrants, standpipes and outlets, all when supplied from an automatic fire protective system.

35. WATER SEEPAGE

a. **Coverage:** This insurance is extended to apply to direct physical loss or direct physical damage to Covered Property at "Scheduled Premises", Newly Acquired Premises and Unnamed Premises caused by or resulting from water under the ground surface pressing on, or flowing or backing up or seeping through:

- (1) Foundations, walls, floors or paved surfaces;
- (2) Basements, whether paved or not;
- (3) Doors, windows or other openings; or
- (4) Septic or sump systems.

b. This Additional Coverage does not apply to loss or damage resulting from sewer or drain back up.

c. **THIS IS NOT FLOOD INSURANCE.**

This Additional Coverage does not apply to loss or damage caused by or resulting from Flood regardless of the proximity of the ground surface pressing on, or flowing or seeping through to such conditions.

d. Flood as used in this Additional Coverage means:

- (1) Surface water, waves, tidal water, tidal waves, tsunamis, or overflow of any natural or man made body of water from its boundaries, all whether driven by wind or not;

(2) Mudslide or mudflow, meaning a river or flow of liquid mud directly or indirectly caused by flooding or the accumulation of water under the ground; or

(3) Water under the ground surface pressing on, or flowing or seeping through:

- (a) Foundations, walls, floors or paved surfaces;
- (b) Basements, whether paved or not; or
- (c) Doors, windows or other openings.

If such water under the ground surface pressing on, or flowing or seeping through is caused by any of the conditions in d. (1) or d. (2) above regardless of the proximity of the foundations, walls, floors or paved surfaces; basements, whether paved or not; or doors, windows or other openings to such conditions.

(d) Flood includes water or other material that backs up or overflows from any sewer or septic tank or drain, if such back-up is caused by any of the conditions in d. (1) or d. (2) above regardless of the proximity of the back-up to such conditions.

(e) All flooding in a continuous or protracted event will constitute a single flood.

e. **Limit of Insurance:** The most we will pay for Water Seepage in any one occurrence is \$25,000. This is an additional amount of insurance.

36. WINDBLOWN DEBRIS

Coverage: We will pay your expense to remove debris (including trees) windblown onto "Scheduled Premises" from the premises of others that occurs during the policy period.

Limit of Insurance: The most we will pay in any one occurrence in total for the removal of all windblown debris under this Additional Coverage is \$2,500. This is an additional amount of insurance.

37. AUTOMATIC TELLER MACHINES AT SCHEDULED PREMISES

Business Personal Property is revised to include your Automatic Teller Machines while at a "Scheduled Premises".

38. AUTOMATIC TELLER MACHINES AT UNSCHEDULED PREMISES

Coverage: We will pay for loss or damage by a Covered Cause of Loss to your Automatic Teller Machines while at an Unscheduled Premises.

Limit of Insurance: The most we will pay in any one occurrence is \$25,000. This is the only limit

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of insurance that applies to Automatic Teller Machines while at an Unscheduled Premises.

39. LAPTOP COMPUTERS

Coverage: The definition of Business Personal Property is expanded to include computer laptop, palmtop, and similar portable computer equipment and accessories, including while in transit, while located anywhere in the world.

Limit of Insurance: The most we will pay for direct physical loss or direct physical damage is \$5,000 in any one occurrence.

40. OUTDOOR SIGNS

Coverage: We will pay for loss or damage by a Covered Cause of Loss to your outdoor signs at a "Scheduled Premises"

Limit of Insurance: The most we will pay for all loss or damage in any one occurrence is \$50,000. This is the only limit of insurance that applies to outdoor signs.

41. VALUABLE PAPERS

Coverage: We will pay for direct physical loss of or direct physical damage to "Valuable Papers" by a Covered Cause of Loss.

Limit of Insurance: The most we will pay is \$250,000 in any one occurrence. This is the only limit of insurance that applies to "Valuable Papers".

SECTION B. - COMBINED ADDITIONAL PROTECTION

1. If covered loss or if covered damage exceeds the Limits of Insurance for one or more of the following Coverages or Additional Coverages at a "Scheduled Premises":
 - a. Accounts Receivable;
 - b. Building;
 - c. Business Personal Property;
 - d. Debris Removal - Covered Property;
 - e. Employee Personal Effects;
 - f. Fine Arts;
 - g. Leasehold Improvements (Tenant Lease Coverage);
 - h. Legal Liability – Building (Legal Liability - Building Coverage Form (PC 00 30) which attaches to and forms part of this policy.);
 - i. Outdoor Trees, Shrubs, Sod, Plants and Lawns;
 - j. Pairs or Sets;
2. We will pay up to the lesser of:
 - a. 25% of the total Scheduled Premises Building and Business Personal Property Limits of Insurance; or

- b. \$500,000. in total in any one occurrence regardless of the number of items lost or damaged or Coverages or Additional Coverages involved in any one occurrence for the sum of all such uninsured loss or damage in excess of the applicable deductible. You may apportion this limit among the applicable coverages as you choose.
- c. As respects item i. Outdoor Trees, Shrubs, Sod, Plants and Lawns the most we will pay for any one item is still limited to:
 - (1) \$10,000 for any one tree, shrub or plant;
 - (2) \$10,000 for lawns or sod in total at any one insured premises.
- d. As respects items 1. b. Buildings and 1. c. Business Personal Property listed above, this Combined Additional Protection does not apply to Buildings and Business Personal Property at "Scheduled Premises" that were not insured under this Coverage Part for limits equal to their full Replacement Cost or Actual Cash Value as applicable at the inception date of this Coverage Part.

SECTION C. - TENANT LEASE COVERAGES

These Coverages apply to your interest as a tenant or to your responsibility as a tenant under a written lease agreement as a tenant at "Scheduled Premises":

1. "Building Glass"

Your Business Personal Property is extended to apply to damage to "Building Glass" caused by any cause of loss. This Coverage is included in the applicable Business Personal Property Limit of Insurance where the covered loss or covered damage occurs.

2. Lease Assessment

- a. Your Business Personal Property is extended to apply to your share of any assessment charged to all tenants by the building owner as a result of direct physical loss or direct physical damage caused by or resulting from a Covered Cause of Loss to building property which is not paid in the building owners policy, as agreed to in your written lease agreement.
- b. This Coverage is subject to a separate deductible of \$500 in any one occurrence. No other deductible applies.
- c. We will not pay more than \$2,500 in any one occurrence for Lease Assessment. This is an additional amount of insurance.

3. Leasehold Improvements

- a. If your lease is canceled in accordance with a valid lease provision as the direct result of a Covered Cause of Loss to property at the location in which you are a tenant and you

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cannot legally remove "Tenant Improvements and Betterments" we will extend Business Personal Property coverage to apply to the unamortized value of the "Tenant Improvements and Betterments" that remains and you were forced to abandon.

- b. The most we will pay in any one occurrence for loss under this Additional Coverage is \$25,000 for Leasehold Improvements. This is an additional amount of insurance.

4. Miscellaneous Interior Building Property

Business Personal Property is extended to apply to miscellaneous interior Building property items that pertain only to the area you occupy as a tenant and you are required to insure as a tenant. The most we will pay in any one occurrence for loss under this Additional Coverage is \$25,000. This Coverage is included in the applicable Business Personal Property Limit of Insurance where the covered loss or covered damage occurs and applies in any one occurrence.

5. Theft Damage

Your Business Personal Property is extended to apply to damage to the building where you are a tenant and you are liable for such damages, caused by or resulting from actual or attempted "theft".

This Coverage is included in the applicable Business Personal Property Limit of Insurance where the covered loss or damage occurs and applies in any one occurrence.

6. Legal Liability - Building

Legal Liability – Building Coverage Form (PC 00 30) attaches to and forms part of this policy. The most we will pay in any one accident is \$25,000.

SECTION D. – BUSINESS INTERRUPTION CHANGES

The following apply only to the Property Choice Business Income Coverage Forms and the Property Choice Extra Expense Coverage Form, if you have purchased Coverage for Property Choice Business Income or Property Choice Extra Expense:

1. For Financial Services Business Income does not mean bank interest, dividends, investment income, stock bond or other financial market income or income derived from financial instruments, securities, commodity or currency exchanges.
2. The following **EXCLUSIONS** apply in addition to the **EXCLUSIONS** found in the PROPERTY CHOICE BUSINESS INCOME COVERAGE FORM:

We will not pay any loss caused by or resulting from damage or destruction of or the time required to reproduce or repair:

- a. Property held in a safety deposit box, container or safe.
 - b. Property that is acquired through foreclosure process.
 - c. Property that is acquired through repossession process.
 - d. Your contingent interest in property leased to others or financed for others.
 - e. Property held in trust.
 - f. Valuable papers and records.
3. The following Additional Coverages found in the Property Choice Business Income Additional Coverages forms are revised as follows:
- a. Denial of Service, Electronic Vandalism, Good Faith Advertising Expense and Web Site and Communication Services are deleted.
 - b. Dependent Properties does not include:
 - (1) Automatic teller machines, forced placed, foreclosed, or trust buildings or our contingent interest in property leased to others or financed for others.
 - (2) Stock bond or other financial markets or securities, commodity or currency exchanges.
 - c. Newly Acquired Property does not include forced placed, foreclosed, or trust properties or your contingent interest in property leased to others or financed for others.
 - d. Ordinance or Law Increased Period of Restoration does not apply to foreclosed buildings.
 - e. Unnamed Premises does not apply to automatic teller machines, forced placed, foreclosed, or trust buildings or your contingent interest in property leased to others or financed for others.

SECTION E. - PROPERTY CHOICE COVERED CAUSES OF LOSS AND EXCLUSIONS FORM CHANGE:

The following **EXCLUSION** is added:

We will not pay for loss or damage caused by or resulting from Electronic Vandalism.

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Electronic Vandalism means:

1. The willful or malicious alteration, manipulation or destruction of "Computer Media and Data";
2. The addition of a virus, malicious code or similar instruction that disrupts the normal operation of "Computer Equipment" or results in physical damage or damage to "Computer Equipment" and "Computer Media and Data".

Electronic Vandalism as used in this **EXCLUSION** also includes loss or damage that results to "Computer Equipment" and "Computer Media and Data" from a Denial of Service Attack. Denial of Service Attack means the malicious direction of a high volume of worthless inquiries to web site or e-mail destinations, effectively denying or limiting legitimate access.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELAWARE CHANGES - CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The term "spouse" is replaced by the following:

Spouse or partner to a civil union recognized under Delaware law.

B. Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following and supersedes any other provisions to the contrary:

"Family member" means:

1. A person related to the individual Named Insured by blood, adoption, marriage or civil union recognized under Delaware law, who is a resident of such Named Insured's household, including a ward or foster child
2. Members of your immediate family including a partner to a civil union recognized under Delaware law, not having a separate household and persons actually residing with and economically dependent upon you, if Delaware Personal Injury Protection Endorsement is attached;
3. A person related to the individual named in the Schedule by blood, adoption, marriage or civil union recognized under Delaware law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individuals endorsement is attached; or

4. A person related to you by blood, adoption, marriage or civil union recognized under Delaware law, who is a resident of your household, including a ward or foster child, if the Individual Named Insured endorsement is attached.

C. With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:

"Family member" means a person related to you by blood, adoption, marriage or civil union recognized under Delaware law, who is a resident of your household, including a ward or foster child.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELAWARE CHANGES - TERMINATION PROVISIONS

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. With respect to the:

Farm Property – Farm Dwellings, Appurtenant Structures and Household Personal Property Coverage Form; Commercial Property Coverage Part; and Capital Assets Program (Output Policy) Coverage Part;

If the policy covers a building that contains no more than four dwelling units, one of which is the insured's principal place of residence, or covers the insured's household personal property in a residential building, the following applies:

1. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation along with the reasons for cancellation at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

After coverage has been in effect for more than 60 days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one of the following reasons:

- (1) Nonpayment of premium;

- (2) Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- (3) Discovery of willful or reckless acts or omissions on your part that increase any hazard insured against;
- (4) The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;
- (5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;
- (6) A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the Delaware insurance laws; or
- (7) Real property taxes owing on the insured property have been delinquent for two or more years and continue delinquent at the time notice of cancellation is issued.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

2. The following Condition is added:

Nonrenewal

- a. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, at least 30 days before the expiration date, or the anniversary date if this is a policy written for a term of more than one year or with no fixed expiration date.
- b. Any notice of nonrenewal will include the reason(s) for nonrenewal and will be mailed or delivered to the first Named Insured at the last mailing address known to us.
- c. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. If Cancellation Changes **CP 02 99** is attached to the Commercial Property Coverage Part, Paragraph **E.2.** of that form is replaced by the following:

2. Pay property taxes that are owing and have been outstanding for more than two years following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

B. With respect to the:

Commercial General Liability Coverage Part; Commercial Property – Legal Liability Coverage Form; Commercial Property – Mortgageholders Errors And Omissions Coverage Form; Employment-Related Practices Liability Coverage Form;

Farm Liability Coverage Form; Liquor Liability Coverage Part; Medical Professional Liability Coverage Part; Pollution Liability Coverage Part; and Products/Completed Operations Liability Coverage Part:

1. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60, but not more than 120, days before the effective date of cancellation if we cancel for any other permissible reason.

2. The following Condition is added and supersedes any other condition to the contrary:

Nonrenewal

- a. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, at least 60, but not more than 120, days before the expiration date, or the anniversary date if this is a policy written for a term of more than one year or with no fixed expiration date.
- b. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELAWARE CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Delaware, the Coverage Form is changed as follows:

A. Paragraphs 2. and 5. of the Cancellation Common Policy Condition are replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or**
- b. 60, but not more than 120, days before the effective date of cancellation if we cancel for any other permissible reason.**

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata.

If the first Named Insured cancels, the refund may be less than pro rata. If the first Named Insured cancels, we will refund the unearned premium only if one of the following has occurred:

- a. The first Named Insured has other liability insurance in effect on the covered "auto" that provides at least the minimum limits required by the Delaware Insurance Code for liability and No-Fault Coverage;**

- b. The covered "auto" is no longer owned by the first Named Insured;**

- c. The covered "auto" is no longer operable or capable of being repaired so as to become operable; or**

- d. The first Named Insured becomes self-insured under the provisions of the Delaware Insurance Code.**

The cancellation will become effective even if we have not made or offered a refund.

B. The following Condition is added:

Nonrenewal

- 1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, at least 60, but not more than 120, days before the expiration date, or the anniversary date if this is a policy written for a term of more than one year or with no fixed expiration date.**

- 2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.**

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.



FORECLOSED LOCATION REPORTING FORM

Important Notice: This report must be completed and returned in accordance with paragraph G, Reporting Provisions, of the Foreclosed Building Coverage Form. Coverage under the Foreclosed Building Coverage Form only applies to Foreclosed Buildings that appear in the Schedule to the form, or that have been reported pursuant to the Reporting Provisions of the form.

For each location you acquire please return one completed form to your insurance agent no later than 60 days from date of foreclosure or becoming mortgagee in possession.

Please attach a copy of the most recent Real Estate Appraisal.

Financial Institution's Name:

Financial Institution's Insurance Policy Number:

Insurance Agency's Name:

Agency Address:

This report is to: ☐ Add a location ☐ Delete a location ☐ Change a report
(please describe the Change): _____

Effective Date of the Change/Foreclosure: _____

Your outstanding loan balance including your reasonable expenses to secure the Foreclosed Building:

\$ _____ (Limit of Insurance): Requested Deductible: \$ _____

Is this location Vacant Land? ☐ YES ☐ NO Number of acres: _____

Complete Address of the Foreclosed Location:

Street: _____ City: _____ State: _____ ZIP Code: _____

Name of contact to inspect the location: _____ Phone Number: _____

Description of Foreclosed Building:

☐ 1-4 Family Dwelling ☐ Multi - Family Dwelling -Number of units: _____

☐ Retail ☐ Office ☐ Warehouse

☐ Other: Please describe: _____

Year Built: _____ Square Footage: _____ Number of stories: _____

Year Renovated: _____ Year Systems upgraded _____ Year Roof replaced _____

Building Construction Type: ☐ Wood Frame ☐ Masonry ☐ Metal ☐ Fire resistive

The Foreclosed Building is now: ☐ Occupied ☐ Unoccupied ☐ Vacant (Empty)

If the Foreclosed Building is now vacant, what was the occupancy and contents of the Building:

If the Foreclosed Building is now Occupied, please describe the occupancy and current operations, including all tenants:

Automatic Sprinkler Protection ☐ YES ☐ NO

Has the building been: Winterized (water service disconnected, pipes drained etc) ☐ YES ☐ NO

Secured? ☐ YES ☐ NO Alarmed? ☐ YES ☐ NO Are the Utilities operational ☐ YES ☐ NO

Tamperproof Smoke detectors? ☐ YES ☐ NO

Your Intended Disposition of the Foreclosed Location:

☐ Sell (listed with a realtor? ☐ YES ☐ NO) ☐ Rent ☐ Occupy

☐ Other (please describe): _____

How often are regular checks made to the Building?

☐ Weekly ☐ Monthly ☐ Quarterly ☐ Other (please describe): _____

Inspected by:

☐ Your Company ☐ Realtor ☐ Other (please describe): _____

Is there a Pond, Pool or Spa? ☐ YES ☐ NO

If YES please describe: _____

Are the lawn /grounds being maintained? ☐ YES ☐ NO

Describe general condition of the foreclosed building:

(Include any unrepaired damage, if any): _____

Please describe your life & safety procedures & controls at the Foreclosed Location:

Any other pertinent information regarding this Foreclosed Location?

Prepared by _____ Title: _____ Date: _____